

Release of Liability, Assumption of Risk, and Indemnification Agreement

This Release of Liability, Assumption of Risk, and Indemnification Agreement (“Agreement”) is entered into by the undersigned participant (“Participant”), and, if applicable, the Participant’s parent or legal guardian (“Guardian”), in favor of **THE LUCK GROUP**, its directors, officers, employees, volunteers, agents, and affiliates (collectively, the “Organization”).

1. ACKNOWLEDGEMENT OF ACTIVITIES AND RISKS

The Participant understands and acknowledges that the Organization offers activities including, but not limited to, Hunting, Hiking, Archery, Camping, Kayaking, Fishing, and related outdoor programs (“Activities”). These Activities may involve inherent and unforeseen risks, including but not limited to:

- Physical exertion, dehydration, exposure to extreme weather conditions, falling rocks, insect bites, snake bites and contact with wildlife;
- Use of firearms, archery equipment, knives, and other potentially dangerous tools;
- Hazards of outdoor terrain, including slips, falls, fractures, concussions, equipment failures, negligence of others, drowning and/or death, water hazards, and unpredictable natural conditions;
- Vehicle transportation to and from Activities.
- Illness, injury, permanent disability, or death.
- As a consequence of these risks, my child(ren) and/or myself maybe seriously hurt, disabled or may die from resulting injuries, and my property may also be damaged. Hospitals facilities, qualified medical care, and emergency evacuation may be limited or unavailable during all or portions of the activity;
- And, The Luck Group assumes no responsibility for providing medical care during the activity, and I will have to pay for any medical care and/or evacuation costs that I and/or my family incur.

2. ASSUMPTION OF RISK

The Participant voluntarily chooses to participate in the Activities with full knowledge and understanding of these risks. The Participant expressly agrees to assume all risks, both known and unknown, associated with participation in the Activities, whether caused by the negligence of the Organization-including any injury or loss caused by the negligence of The Luck Group, its employees, members, agents, officers, contractors, volunteers, vendors and other Activity participants. I also understand that any equipment that I borrow or rent from The Luck Group or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

3. RELEASE OF LIABILITY

I hereby RELEASE THE LUCK GROUP, its owners or members, heirs, agents, attorneys, employees, volunteers, assigns, other participants, sponsors, advertisers, contractors, vendors, equipment providers, landowners, municipal or governmental providers of use permits and their respective employees, officers, and directors (“the Released Parties”) FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occurs to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims excluded from being waived by law. I also agree NOT TO SUE or make a claim against the Released Parties for death, injury, loss, harm, or property damage or destruction which occur during the Activity or are related in any way to the Activity or negligence of the Organization.

4. INDEMNIFICATION HOLD HARMLESS AND DEFEND:

The Participant (and Guardian, if applicable) agrees to indemnify, defend, and hold harmless the Organization from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or related to the Participant’s participation in the Activities, including claims brought by third parties.

LIABILITY FOR THIRD PARTY PRODUCTS. As a service for its participants, THE LUCK GROUP makes available meals and other items for consumption provided by third-party sponsors and vendors. As part of this service, a third-party sponsor has provided the following disclaimer: “Food items may contain allergens such as gluten, nuts, or wheat. If you have these allergies, please do not consume.” THE LUCK GROUP DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD-PARTY FOOD SERVICES. THE PARTICIPANT ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY THE LUCK GROUP AS TO THE FITNESS OF THE THIRD-PARTY FOOD OR SERVICES FOR THE PARTICIPANT’S INTENDED CONSUMPTION.

which Section 3 of this agreement applies, includes claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and

Release of Liability, Assumption of Risk, and Indemnification Agreement

any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney fees that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. HOSTS/MEETUPS: THE LUCK GROUP encourages everyone to participate by hosting Trail Walk meetups and other activities. I acknowledge that The Luck Group has no control over and assumes no responsibility for the actions of any hike hosts at any time before, during, and after the Activity. I acknowledge that The Luck Group has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

6. INSURANCE: I do not expect THE LUCK GROUP to provide insurance or pay for any costs associated with harm, including being injured or killed, to my family or myself. I know that I have the option to purchase my own insurance. If I were to suffer any type of loss during the Activity, I would not want my loss to negatively impact THE LUCK GROUP. As I am assuming all of the risks associated with the Activity, I would find it harsh and inequitable to ask THE LUCK GROUP indemnification relating to any events occurring during the Activity.

7. THE LUCK GROUP AND THE COMMUNITY: I believe THE LUCK GROUP serves a compelling public interest. It is important to me to see that THE LUCK GROUP maintains a strong public presence so that participants are inspired to get out and explore nature. I would not want to see THE LUCK GROUP limit or restrict its activities because of concerns over liability. Participating in the Activity with THE LUCK GROUP is a purely recreational endeavor. I know there are numerous trails, campsites, parks, and other natural areas available throughout my area where I could hike and enjoy other outdoor recreational activities without limiting my rights as a plaintiff. I do not believe this agreement reflects a disparity in bargaining power. I view THE LUCK GROUP as a group of like-minded participants working together to further common goals. I view myself as a member of the organization and not a customer or client. I understand that if I do not like the terms of the waiver, I am free to submit a counterproposal to THE LUCK GROUP organizers.

8. USE OF MY LIKENESS: I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of my family or myself or use of my name in connection with such likeness, and I grant to The Luck Group and its sponsors, partners, advertisers, and assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

9. SEVERABILITY:

I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

10. MEDIATION AND ARBITRATION AGREEMENT: This agreement is governed by and shall be construed in accordance with the laws of the state of Virginia, without any reference to its choice of law rules. Any controversy or claim arising out of this agreement or in any way associated with the Activity shall be settled by arbitration in accordance with the rules of the American Arbitration Association ("AAA"). All hearings and other procedures shall be held before an Arbitrator who is a licensed attorney with at least 5 years of experience. A judgment upon the award rendered by the Arbitrator shall be entered in a Court with competent jurisdiction. As a condition precedent to the filing of an arbitration claim, the parties agree to first mediate any claims between them. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

11. CONSENT FOR MINORS

If the Participant is under 18 years of age, the Guardian confirms that they are the parent or legal guardian of the Participant, consents to the Participant's participation in the Activities, and agrees to all terms of this Agreement on behalf of the minor.

Release of Liability, Assumption of Risk, and Indemnification Agreement

This Agreement shall be governed by and construed in accordance with the laws of the state in which the Activities are conducted. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

If participant is under 18 years of age, signature of parent or responsible adult is required below:

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties (defined in Section 3) from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to the minor child during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims and liabilities that governing law does not permit to be excluded by agreement.

Name of all participants

Signature

Date

Parent/Guardian Signature