

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

This document affects your legal right:
Read both pages carefully before signing.

1. **ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate in the following Meetup Group and its Activities: Hereinafter referred to as Midwest Backpackers. (MWBP)

I understand that:

- MWBP is inherently hazardous, and I may be exposed to dangers and hazards, including some of the following (depending on the nature of the Activity): falls, falling rocks, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, unpredictable ocean and river currents, hypothermia, avalanches, hostile or aggressive wildlife, drowning, death, equipment failures, and negligence of others;
- as a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and of my property may also be damaged;
- hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of any Activity; and
- MWBP assumes no responsibility for providing medical care during an Activity, and I will have to pay for any medical care and/or evacuation that I incur. In consideration of the permission to participate in any Activity, I agree to the terms contained in this document.

2. **ASSUMPTION OF THE RISKS:** I hereby freely assume the above-mentioned risks as well as other risks not listed that are part of any Activity, and any harm, injury or loss that may occur to me or my property as a result of my participation in any Activity or during any transportation to or from an Activity—including any injury or loss caused by the negligence of its Organizers and other event participants. I also understand that any equipment that I provide or may borrow or rent from MWBP 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 MWBP and its Organizers (“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 occur to me** or to any other person or to any property during an Activity or in any way related to an Activity, including during transportation to or from an 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 for gross negligence, intentional or reckless misconduct, or any other liabilities that Missouri law does not permit to be excluded by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur during an Activity or are related in any way to an Activity.
4. **INDEMNIFICATION HOLD HARMLESS AND DEFENSE:** I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including 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 any other claim arising from my conduct during an Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney’s 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. **AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for an Activity provided to me and to follow directions given to me by the Organizers of an Activity.
6. **INDEPENDENT CONTRACTORS:** I acknowledge that MWBP has no control over and assumes no responsibility for the actions of any independent contractors providing any services for an Activity.
7. **USE OF MY LIKENESS:** I understand that during an 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 me or use of my name in connection with such likeness, and I grant to MWBP and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, for the use in the group Meetup page.
8. **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 Missouri 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.
9. **APPLICABLE LAW, FORUM & ATTORNEY'S FEES:** This agreement is governed by and shall be construed in accordance with the laws of the state of Missouri, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with an Activity shall be brought only in the Superior Court of Saint Louis City, in Saint Louis, Missouri, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the non-prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

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.

Signature of MWBP member: _____

Date: _____

Name Printed: _____

Date of birth: _____