

Activity: _____ Leader(s) _____ Hike Date: _____

**FRIENDS OF MIDDLESEX FELS RESERVATION HIKES VOLUNTEER-LED ACTIVITIES
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AGREEMENT**

PLEASE READ THIS ENTIRE DOCUMENT (hereafter 'Document') **CAREFULLY BEFORE SIGNING. All participants must sign this Document. For participants under 18 yrs. of age (hereafter sometimes 'minor' or 'child'), parent/s or legal guardian/s (hereafter collectively 'parent/s') must also sign.** In consideration of the services of the Friends of the Middlesex Fells Reservation a charitable, not-for-profit organization, organized and existing under the laws of Massachusetts, including all officers, directors, employees, representatives, agents, independent contractors, volunteers (including leaders and co-leaders), members and all other persons or entities associated with it (collectively referred to in this Document as 'Friends of the Fells'), **I acknowledge and agree as follows:**

Friends of the Fells volunteer-led educational and/or hike activities may include, but are not limited to hiking and maintenance of trails (referred to in this Document as 'activities' or 'these activities'). **The leaders of these activities are volunteers. They are not paid professional guides or leaders. In all activities, all participants share in the responsibility for their own safety and the safety of the group.** Participants (and parent's of minors) take responsibility for having appropriate skills, physical conditioning, equipment and supplies for these activities.

These activities include inherent and other risks, hazards and dangers (referred to in this Document as 'risks') **that can cause or lead to injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others.** Some, but not all of these risks include: hazardous and unpredictable ground, water or weather conditions; misjudgments made by leaders, co-leaders, participants or others; evacuation and medical care; equipment that can fail or malfunction; the potential that the participant or others may act carelessly or recklessly. I understand that Friends of Fells staff, leaders or other personnel cannot assure participant's safety or eliminate any of these risks. **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of minors) assume and accept full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by participant, resulting from those risks, and/or resulting from participant's negligence or other misconduct.**

I (adult participant, and/or Parent/s for themselves and for and on behalf of their participating minor child) agree to release and not to sue Friends of Fells (as Friends of the Fells is defined above) in regard to any and all claims, liabilities, suits, or expenses (including reasonable costs and attorneys' fees) (hereafter collectively 'claim' or 'claim/s'), **including claim/s resulting from Friends of the Fells negligence** for any injury, damage, death or other loss to me or my child, connected with my or my child's enrollment or participation in these activities, or my use of equipment, facilities or premises. **I understand I agree here to waive all claim/s I or my child may have against Friends of the Fells,** and agree that neither I, my child, or anyone acting on my or my child's behalf, will make a claim against Friends of the Fells.

I (participant and parent/s of a minor participant) agree that the substantive laws of Massachusetts govern this Document and all other aspects of my relationship with Friends of the Fells, and that any mediation, suit, or other proceeding must be filed or entered into only in Massachusetts. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

PARTICIPANT AND PARENT/S OF A MINOR PARTICIPANT AGREE: I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE. Parent/s must sign below, both in their capacity as a participant, and as Parent/s of any minor child identified below.

| Name (print legibly) | Signature <small>(Including Parent/s of Participating Minor Child)</small> | Date | Emergency Contact Phone # | Friends of Fells member? |
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