

4-H Snorkeling Liability Waiver

MAINSRING ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

The undersigned voluntarily seeks to participate in a Snorkeling Activity (the "Activity"). The Activity includes accompanying and being guided by a Mainspring employee.

Assumption of Risk

The undersigned is participating at his/her own risk, and aware that the Activity is inherently dangerous and that he/she may be subjected to the risk of death, personal injury, or damage to his/her property by snorkeling. The undersigned voluntarily assumes the risk of death, personal injury, and property damage, including but not limited to death, personal injury, and property damage caused during the Activity. I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

Waiver of Liability

The undersigned hereby agrees that Mainspring Conservation Trust, Inc. (Mainspring) and its employees shall not be liable to the undersigned or his/her estate, heirs, or assignees for the death of, personal injury to, or property damage sustained by the undersigned as a result of negligence of an employee of Mainspring while the undersigned is performing the Activity.

Hold Harmless and Indemnity

The undersigned and his/her estate, heirs, and assignees shall hold harmless and indemnify Mainspring and its employees for any injury, loss, or damage Mainspring may suffer as a result of claims, demands, losses, or judgments, other than those caused by the negligence of Mainspring or its employees, arising in connection with the undersigned's Activity.

I acknowledge that I have carefully read this "assumption of risk, waiver of liability and indemnification agreement" and fully understand that it is a release of liability. I expressly agree to release and discharge Mainspring and all of its attorneys, staff and volunteers from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Mainspring for personal injury or property damage.

By signing this form you are agreeing (1) to assume all risk of death, personal injury, and property damage, (2) to waive all claims against Mainspring for negligence, and (3) to pay the cost of defending Mainspring in any lawsuit and to pay any damages incurred by Mainspring in any lawsuit, other than those caused by the negligence of Mainspring, arising in connection with your Activity.

Participant's Signature (Parent/Guardian if minor)

Date

Please list the name(s) of minors accompanied by the Signee

1.	2.
3.	4.
5.	6.