ACLT Waiver and Release of Liability
General Purpose

ACTIVITY/EVENT: ACLT'S FALL FOLIAGE GUIDED HIKE – OCTOBER 30, 2021

In consideration of being permitted to participate in the above-named activity/event hosted by the American Chestnut Land Trust (ACLT), for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the activity/event and that I (and my family if applicable) am QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN THE ACTIVITY/EVENT and willingly agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the activity/event.
2. FULLY UNDERSTAND that:
    a. RUNNING, WALKING AND HIKING AND RELATED OUTDOOR ACTIVITIES IN THE WOODS, ("activities") INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("risks");
    b. these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activities, or the conditions in which the activities take place; and
    c. there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my voluntary participation in the ACLT activities and events.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE AMERICAN CHESTNUT LAND TRUST, INC., its agents, administrators, officers, directors, members, volunteers, and employees, other participants in the activity or event, any sponsors or advertisers, and THE MARYLAND DEPARTMENT OF NATURAL RESOURCES, the State of Maryland, owners and lessors of the premises on which some of the activity or event may take place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as the result of such claim.

BY REGISTERING MYSELF AND/OR OTHERS FOR THE ABOVE-NAMED ACTIVITY OR EVENT, I CERTIFY THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT AND HAVE AGREED TO IT FREELY AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.