

NORTHUMBERLAND COUNTY ANTHRACITE OUTDOOR ADVENTURE AREA AUTHORITY
THIS IS A RELEASE OF LIABILITY - READ CAREFULLY BEFORE SIGNING
THIS DOCUMENT - THIS IS A BINDING AGREEMENT

WAIVER AND RELEASE OF LIABILITY (1/01/17)

In consideration of the Northumberland County Anthracite Outdoor Adventure Area Authority (hereinafter NCAOAAA) granting access to the lands leased, owned, or otherwise used as the Anthracite Outdoor Adventure Area (AOAA), I agree as follows:

I understand and acknowledge that: (a) risks and dangers exist in accessing AOAA; (b) my accessing the AOAA may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the appointed officials, employees, agents, and business associates of NCAOAAA, the negligence of the person signing this release, the negligence of others, accidents, breaches of contract, the forces of nature or other causes; (d) these risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my accessing the AOAA, **I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR LOSSES AND/OR DAMAGES**, whether caused in whole or in part by the negligence of myself or others, or conduct of appointed officials, employees, agents, or business associates of NCAOAAA.

I, on behalf of myself, my personal representatives, and my heirs and assigns, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify NCAOAAA, its appointed officials, employees, agents, or business associates from all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss of services, or otherwise, which may arise out of my accessing the AOAA lands. Such access may include, but shall not be limited to tours of the lands, the use of off-pavement or other types of vehicles (either my own or those furnished by NCAOAAA, its agents, and business associates), participation in driver education, trail rides, trail clean ups, property beautification, general admission to AOAA lands, off-road related group/club activities, motorcycle riding, or ATV/quad riding, camping, hiking, biking, horseback riding, walking, jogging, running, or any other activities, scheduled or not scheduled.

I specifically understand that I am waiving and forever releasing and discharging NCAOAAA, its appointed officials, employees, agents, or business associates from any and all claims or causes of action that I may have presently or which may arise in the future. This waiver and release is effective for all acts, neglect or otherwise, and conduct by NCAOAAA, its appointed officials, employees, agents, or business associates for conditions of or the land, whether natural or artificial, acts of other riders, or acts or omissions of adjacent landowners or tenants of adjacent landowners on their lands.

I agree that should any claim or action arise from the accessing of lands planned, leased, or considered for use as the Anthracite Outdoor Adventure Area, including any issue as to the applicability of this release or any provision contained within it, proper jurisdiction and venue will lie only in Northumberland County, Pennsylvania, and I waive jurisdiction and venue anywhere else.

I acknowledge that I have only been granted access to AOAA, that maps of the AOAA have been made available to me, and that it is my duty and responsibility, regardless of whether there are or are not signs so designating, to be or become familiar with the AOAA boundaries prior to accessing the AOAA. I acknowledge that it is my duty and responsibility to not enter lands of adjacent landowners, that by doing so I may be trespassing, and that there may be serious, unforeseen dangers on adjacent lands. Further, I agree that I will not access those AOAA lands that have been designated off-limits or out-of-bounds as the same may be being used for mining or other activities that could pose a danger of death or serious bodily injury from causes seen or unforeseen. I hereby indemnify and hold harmless NCAOAAA, its appointed officials, employees, agents, as well as adjacent landowners, tenants of adjacent landowners, co-tenants of AOAA lands (whether of the surface or subsurface) or business associates, for any and all injuries or damages to person or property that I may suffer, or injury or damages to person or property that my actions may cause.

BY MY INITIALS HEREON, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FORGOING WAIVER AND RELEASE OF LIABILITY

INITIALS _____

(see reverse side)

