

Randall's Adventure & Training Search and Rescue (RAT-SAR)

PLEASE READ CAREFULLY! BY SIGNING THIS AGREEMENT, YOU, YOUR FAMILY AND REPRESENTATIVES WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Please Print Clearly

First Name:	Last Name:	Identification: Type/Number
Phone:	Email:	Birthdate:
Address:		
City:	State:	Zip Code:

I, the undersigned Releasee, do hereby forever release, hold harmless, and indemnify Randall's Adventure & Training Search and Rescue (RAT-SAR), including any and all associates, affiliates, employees, contractors, owners, successors, and assigns (collectively "RAT-SAR"), from any and all claims, compensation, or other damages that may result from my participation in the described Activities in consideration for my ability to participate in the Activities.

Safety Acknowledgement and Assumption of Risks

I understand that I will be participating in a number of high-risk undertakings, including but not limited to hiking and traveling in dangerous terrain, work at height, and related undertakings (collectively "Activities"). I am aware and have been advised that the Activities are inherently dangerous and have a high chance of damage to personal property, injury to my person, or even death. I am aware of the risks, dangers, and hazards associated with the Activities, and I am voluntarily assuming the risks of the Activities. I also acknowledge that damages, injuries, and death may occur from environmental factors over which RAT-SAR has no control. I acknowledge and agree that while training or working on an active search and rescue mission I shall, at all times, follow the team leader's instructions. I understand that my failure to follow the instructions may result in injury or possible loss of life to myself or others, or suspension of my privileges with RAT-SAR. I acknowledge that I am physically capable of performing the Activities, and that it will be my responsibility, and my responsibility alone, to advise RAT-SAR as to my ability to participate in the Activities. If, for whatever reason, RAT-SAR advises that I am not physically capable of performing a particular Activity, or after recognizing my own inability to continue to participate in an Activity, and I choose to continue to participate in the Activity, I do so at my own risk. If I choose to use my own equipment, I hereby certify that I have properly inspected such equipment for any damage and assume the risk of failure or damage resulting from the use of my own equipment. I represent that the training and instruction that I have received has been adequate for me to competently participate in the Activities. If the training and instruction that I have received or will receive is, in my opinion, insufficient for me to competently participate in the Activities, I will immediately cease further participation and request further training and instruction.

Initial _____

Insurance

I acknowledge that it is my responsibility to arrange my own travel/medical/accident insurance while participating in Activities of RAT-SAR. In the event that I fail to provide such insurance coverage, I authorize RAT-SAR to arrange such treatment at their own discretion and I agree to be solely responsible for any direct or indirect expense incurred therefore.

Initial _____

Randall’s Adventure & Training Search and Rescue (RAT-SAR)

Release of Liability, Waiver of Claims and Indemnity

1) I hereby release, hold harmless, and indemnify RAT-SAR from any and all claims, actions, demands, suits, compensation, or other liability that may accrue from my participation in the Activities to the fullest extent allowable by law. I represent that this release shall extend to any possible claim, whether it be for damage to property or injury to my person, shall extend from the date of my first participation in the Activities, and shall continue on forever, and shall be effective here and throughout the universe.

2) I agree, in the event a proceeding is brought by me or by someone on my behalf requesting damages of any kind against RAT-SAR, that such a proceeding should immediately be dismissed with prejudice, and that RAT-SAR shall be entitled to compensation for reasonable attorney’s fees and costs incurred in defending such a proceeding.

3) In the event that any provision of this Release is found to be unenforceable, invalid, or void, the remaining Release shall remain in full force and effect, and the unenforceable, invalid, or void provision shall be constructively amended to achieve the nearest enforceable and valid result.

4) This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, representatives, and successors in the event of my death or incapacity.

5) I represent that I am over the age of nineteen (19) or that I am otherwise legally competent to execute this Release.

6) I have had the opportunity to fully review this Release and seek legal counsel about the effect of this Release. I am not relying on any other representations or statements about the effect of this Release, as this Release is the sole document reflecting my understanding of my obligations with and to RAT-SAR. I further agree that the terms of this Release may only be amended by a duly executed written Amendment between RAT-SAR and myself, and that this Release shall not be affected or altered by any subsequent oral or written representations made by RAT-SAR. If any provision of this Release is waived by RAT-SAR without a formal, written Amendment, such a waiver shall be limited and is not to be considered a full waiver of the provisions of this Release.

6) This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Alabama and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely in Etowah County, Alabama. I hereby completely and fully release any right to a trial by jury.

Initial _____

I confirm that I am over the age of majority and am competent to execute this Release. I have carefully read and understand this Agreement prior to signing it. I am aware that by signing this Agreement I am waiving certain legal rights which I may otherwise have against RAT-SAR, and I execute this Release of my own free will.

Signed Name:	Printed Name:
Signed Name of Witness:	Printed Name of Witness:
Date:	Date: