

METROPOLITAN SCHOOL DISTRICT OF WABASH COUNTY, INDIANA

PARTICIPANT'S AUTHORIZATION FOR PHOTOGRAPHY AND VIDEOTAPING,
MEDICAL SERVICES, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

I wish to engage in activities on or about Unger Mountain, located at 564 E State Road 124, Wabash, Indiana, which activities may include, but are not limited to such things as climbing, repelling, jumping, walking, bending, twisting, pulling, lifting, running, and swinging.

I acknowledge that I may be photographed and/or videotaped while at or about the Mountain and consent to the use of such photographs and/or videotapes by Metropolitan School District of Wabash County, Indiana, its officers, employees, agents, successors or assigns, in future training or promotional materials.

I am aware that the activities that I may engage in on or about Unger Mountain are hazardous activities, and I am engaging in such activities with knowledge of the danger involved and hereby agree to accept any and all risks of injury or death.

I authorize Metropolitan School District of Wabash County, its officers, employees, agents, successors or assigns, to obtain any and all reasonably necessary emergency medical treatment for me in the event I am injured while engaged in activities on or about the Mountain.

RELEASE AND INDEMNIFICATION PROVISIONS

In consideration for allowing me to participate in the activities described above on or about Unger Mountain, I hereby agree, on behalf of myself, my successors, assigns, and legal representatives, as follows:

1. I will make no claim or demand of any kind against Metropolitan School District of Wabash County, Indiana, and /or any of its officers, employees, agents, successors or assigns, arising out of my engaging in activities on or about Unger Mountain.
2. I hereby release and discharge Metropolitan School District of Wabash County, Indiana, its officers, employees, agents, successors, and assigns from any and all actions, claims or demands that I, my heirs, legal representatives, successors, or assigns, may have against Metropolitan School District of Wabash County, Indiana, and any of its officers, employees, successors, or assigns, for injury or death, arising out of my engaging in activities on or about Unger Mountain, even to the extent such arise out of the negligence of Metropolitan School District of Wabash County, Indiana, its officers, employees, agents, successors or assigns.
3. I hereby agree to indemnify, save, protect, and hold harmless Metropolitan School District of Wabash County, its officers, employees, agents, successors and assigns from any and all liabilities, claims, demands, judgments, actions, and causes of action of every kind, for damages, including reasonable attorney's fees, that may be asserted in the future by any person or entity arising out of my engaging in any activities on or about Unger Mountain, including my injury or death.

By signing below, I agree that I have carefully read this document, understand its terms, and accept all terms.

Date: _____

Print name: _____

METROPOLITAN SCHOOL DISTRICT OF WABASH COUNTY, INDIANA

PARENT/GUARDIAN AUTHORIZATION FOR PHOTOGRAPHY AND VIDEOTAPING,
MEDICAL SERVICES, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

I am the parent or guardian of _____ ("Participant"),

Participant wishes to engage in activities on or about Unger Mountain, located at 564 E State Road 124, Wabash, Indiana, which activities may include, but are not limited to such things as climbing, repelling, jumping, walking, bending, twisting, pulling, lifting, running, and swinging.

I acknowledge that Participant may be photographed and/or videotaped while at or about the Mountain and consent to the use of such photographs and/or videotapes by Metropolitan School District of Wabash County, Indiana, its officers, employees, agents, successors or assigns, in future training or promotional materials.

I am aware that the activities that the Participant may engage in on or about Unger Mountain are hazardous activities, and I am allowing Participant to engage in such activities with knowledge of the danger involved and hereby agree to accept any and all risks of injury or death.

I authorize Metropolitan School District of Wabash County, its officers, employees, agents, successors or assigns, to obtain any and all reasonably necessary emergency medical treatment for Participant in the event of Participant is injured while engaged in activities on or about the Mountain.

RELEASE AND INDEMNIFICATION PROVISIONS

In consideration for Participant to be allowed to participate in the activities described above on or about Unger Mountain, I hereby agree, on behalf of myself, the Participant, our successors, assigns, and legal representatives, as follows:

1. I will make no claim or demand of any kind against Metropolitan School District of Wabash County, Indiana, and /or any of its officers, employees, agents, successors or assigns, arising out of Participant engaging in activities on or about Unger Mountain.
2. I hereby release and discharge Metropolitan School District of Wabash County, Indiana, its officers, employees, agents, successors, and assigns, from any and all actions, claims or demands that I, my heirs, legal representatives, successors, or assigns may have against Metropolitan School District of Wabash County, Indiana, and any of its officers, employees, successors, or assigns, for injury or death, arising out of Participant's engaging in activities on or about Unger Mountain, even to the extent such arise out of the negligence of Metropolitan School District of Wabash County, Indiana, its officers, employees, agents, successors or assigns.
3. I hereby agree to indemnify, save, protect, and hold harmless Metropolitan School District of Wabash County, its officers, employees, agents, successors and assigns from any and all liabilities, claims, demands, judgments, actions, and causes of action of every kind, for damages, including reasonable attorney's fees, that may be asserted in the future by any person or entity arising out of Participant engaging in any activities on or about Unger Mountain, including Participant's injury or death.

By signing below, I agree that I have carefully read this document, understand its terms, and accept all terms.

Date: _____

Print name: _____