

Release of Liability

This Is a Contract. Read It!

Activity Organizer: _____ (“Sponsor”)

Activity Description: _____ (“Activity”)

In consideration of being allowed to participate in the Activity, IF I OR THE PERSON FOR WHOM I AM SIGNING THIS CONTRACT IS INJURED participating in the Activity or while present on the Sponsor's property, I AGREE TO BE LEGALLY BOUND by the promises set forth below. I understand that the term “Sponsor” includes the Sponsor identified above, its members, officers, directors, agents, servants, and employees and, if not owned by the Sponsor, the owners of the land on which the Activity is taking place (that land, the “Property”).

I WILL NOT SUE the Sponsor.

I FOREVER RELEASE the Sponsor from any and all liability for the injury.

I WILL INDEMNIFY AND HOLD HARMLESS the Sponsor from any loss, liability, damage, or cost of any kind that may occur as a result of the injury.

I AGREE THAT THE ABOVE PROMISES ARE LEGALLY BINDING even if I contend that my injuries are wholly or partly the result of NEGLIGENCE or other CONDUCT on the part of Sponsor for which a release is not contrary to public policy.

I voluntarily ASSUME THE RISK OF INJURY OR EVEN DEATH while participating in the Activity or entering the Property. If I am injured, I authorize Sponsor to provide EMERGENCY FIRST AID and any medical or first aid personnel to provide MEDICAL CARE until such time as I or someone authorized by my medical care power of attorney or otherwise by law is able to act on my behalf.

I am 18 YEARS OF AGE OR MORE or I am SIGNING AS PARENT OR GUARDIAN of a minor child with the consent of the other parent or guardian (if any). I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue. I have read and understood these promises and am VOLUNTARILY signing below INTENDING TO BE LEGALLY BOUND.

Date: _____ Signature: _____

Required Information for Activity Participant:

Name: _____ Birthdate (if a minor): _____

Address: _____

Printed name of person signing for a minor: _____

I understand that the Activity may be INHERENTLY DANGEROUS.

I recognize my responsibility to INSPECT trails and other facilities within the Property, to exercise GOOD JUDGMENT, to ACT RESPONSIBLY, and to OBEY all of Sponsor's oral or written guidance, instructions (including signage), and warnings.

I AGREE that the promises set forth above also apply to any LOSS OF OR DAMAGE to any of my belongings for which Sponsor may be legally liable in connection with the Activity including any transportation or storage.

I release to Sponsor and authorize Sponsor to produce, reproduce, broadcast, and otherwise use PHOTOS, VIDEOS, and other depictions, likenesses, or images of me, in any media form in connection with my attendance at or participation in the Activity, without compensation, for an unlimited duration.

The **Model Release of Liability Form**
(v. 2019.10.23) is provided by the
Pennsylvania Land Trust Association.

The most recent edition is always posted at [ConservationTools.org](https://www.ConservationTools.org).

The guide [Release of Liability Form: A Tool to Reduce the Risk of Claims for Personal Injury or Property Loss](#), which is also available at [ConservationTools.org](https://www.ConservationTools.org), provides commentary on the *Model Release of Liability Form* and includes optional provisions. When adding provisions or otherwise customizing the model, users are encouraged to format the document to keep the agreement content and signature line to one page so as to leave no doubt as to whether the person signing saw the contract.

Nothing contained in this document, which was prepared in the context of Pennsylvania law, is intended to be relied upon as legal advice or to create an attorney-client relationship. There is no guarantee that it is up to date or error free. It should be revised under the guidance of legal counsel to reflect the specific situation.



PENNSYLVANIA
LAND TRUST
ASSOCIATION