

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("Release")  
for SUN CITY ORO VALLEY HIKING CLUB ("Club") and  
SUN CITY ORO VALLEY COMMUNITY ASSOCIATION ("SCOV")**

IN CONSIDERATION of being permitted to participate in any way in Club sponsored Hiking Activities ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity that I will be participating in and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted mainly outside of SCOV on public land upon which the hazards of hiking are to be expected. I accept sole responsibility for determining the rating and risk of any Activity I participate in and for ensuring I do not attempt any Activity beyond my abilities, skill level, and fitness level. I understand that neither the Club nor SCOV has any obligation to provide first aid, life saving efforts, or rescue in the event I am injured or otherwise harmed during or in connection with any Activity. I understand neither the Club nor SCOV has any obligation in my travel by motor vehicle or other conveyance to and/or from any Activity. I understand that the Club does not provide me with any type of insurance coverage for any injury or other harm that I may sustain during or in connection with any Activity, and that I will pay my own medical expenses if I suffer any injury or other harm.

2. I FULLY UNDERSTAND that (a) HIKING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks and dangers may include, but are not limited to, tripping, falling, heat stroke, dehydration, flash floods, falling rocks or other debris, loose footings or other materials, narrow or nonexistent pathways, encounters with wildlife, etc.; (c) Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (d) 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 may incur because of my participation in the Activity.

3. I for myself, and for my personal representatives, assigns, heirs, and next of kin, HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club and/or SCOV, and their respective, administrators, directors, agents, officers, guides, members, volunteers, and employees, other participants, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, ACT, OMISSION, OR OTHER FAULT OF ONE OR MORE OF THE RELEASEES OR OTHERWISE, INCLUDING BY NEGLIGENT RESCUE OPERATIONS. I FURTHER AGREE that if, despite this Release, I, or anyone on my behalf, to include my personal representatives, assigns, heirs, next of kin, and others, make a claim against any one or more 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 any may incur as the result of such claim. I agree that the venue of any lawsuit shall be the State Court located in Pima County, AZ and that, irrespective of any otherwise applicable choice-of-law statute, law or provision, Arizona statutory and substantive law shall apply to any such lawsuit.

4. I AGREE that my signature below has the force and effect of indicating my agreement to the terms of this Release. Likewise, if I have executed this Release by clicking on the acceptance button on a Club or a SCOV web page, that action constitutes my acceptance of this Release with the same force and effect as if I were to sign a printed copy of this Release. I further understand and agree that payment of Club dues or fees constitutes additional, independent acceptance of all the terms of this Release.

5. I HAVE READ AND UNDERSTAND THE TERMS OF THIS RELEASE, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ANY AND ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS RELEASE IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT'S NAME (PRINTED): \_\_\_\_\_

PARTICIPANT'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

6/11/23