



Wandering Women- Outings

PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

PARTICIPANT NAME: _____

TRIP NAME/DATES: _____ (the "Trip")

NOTICE TO PARTICIPANT: THIS IS A LEGALLY BINDING CONTRACT. BY SIGNING THIS PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT (THIS "AGREEMENT"), YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PHNC -Wandering Women Outings ("THE ORGANIZER") FOR NEGLIGENCE.

1. ASSUMPTION OF RISK

I, the undersigned, understand that the Trip involves inherent risks, including but not limited to:

Physical Risks: Injury or death due to transportation accidents, terrain, weather, or physical exertion.

Health Risks: Exposure to communicable diseases, foodborne illnesses, and limited access to medical facilities in remote areas.

Environmental Risks: Natural disasters, political instability, and acts of terrorism or criminal activity.

Supplier Risks: I acknowledge that THE ORGANIZER does not own or operate any entity which provides goods or services for this Trip (e.g., airlines, hotels, ground transporters). I assume all risks associated with the acts or omissions of these third-party suppliers in relation to or arising out of the Trip.

2. RELEASE OF LIABILITY AND COVENANT NOT TO SUE

In consideration of being permitted to participate in the Trip, I, on behalf of myself, my personal representatives, assigns, and my heirs, **HEREBY RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE** THE ORGANIZER, its owners, directors, employees, agents, members, and volunteers from any, and all liability for any loss, damage, or claim arising out of my participation in the Trip. **THIS RELEASE SPECIFICALLY INCLUDES CLAIMS ARISING FROM THE ORGANIZER'S OWN NEGLIGENCE.**

3. INDEMNIFICATION

I agree to **INDEMNIFY AND HOLD HARMLESS** THE ORGANIZER from any and all liabilities, claims, or lawsuits (including attorney's fees and costs) brought by me, my family, or any third party arising out of my conduct or my participation in this Trip.

4. MEDICAL REPRESENTATION AND INSURANCE

I represent that I am in good health and have no physical or mental conditions that would endanger myself or others. I understand that THE ORGANIZER **requires** me to carry travel medical insurance and emergency evacuation insurance for the Trip. I acknowledge that I am solely responsible for any medical expenses incurred in relation to or arising out of the Trip.

5. RIGHT OF DISMISSAL

I agree to abide by all local laws and the safety instructions of THE ORGANIZER. I understand that THE ORGANIZER reserves the right to terminate my participation at any time before or during the Trip, if my behavior is deemed disruptive or dangerous to the group. **No refunds will be provided in the event of such dismissal.**

6. CHOICE OF LAW AND FORUM SELECTION

This Agreement shall be governed by the laws of the State of **Florida**. I shall send a sixty (60) day written notice to THE ORGANIZER detailing any dispute and causes of action prior to any legal action being filed in a court of law. I agree that any legal action arising out of this Agreement or the Trip must be filed exclusively in the courts located in **Tarpon Springs, Pinellas County, Florida**.

7. SEVERABILITY

If any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I ACKNOWLEDGE THAT I HAVE THE RIGHT TO CONSULT LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT AND I WAS OF LEGAL SOUND MIND WHEN EXECUTING THIS AGREEMENT.

Signature of Participant: _____

Date: _____

Printed Name: _____