

**YARGO TRAIL CREW RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE**



I, \_\_\_\_\_, hereby acknowledge my awareness that my participation in the **YARGO TRAIL CREW** on \_\_\_\_\_ (date), may involve a test of my physical and mental limits and may expose me to risk of property damage, bodily or personal injury, including death.

I understand that my participation may include, but are not limited to the following duties: riding in a vehicle to and from the site; participating in strenuous service tasks such as root removal, transporting soil and rock, and using tools such as chainsaws, leaf blowers, trimmers with blades, machetes, axes, atvs, tractors, and heavy equipment; working with members of the Yargo Trail Crew and other impromptu activities related to trail maintenance.

I understand that the risks that I may encounter include, but are not limited to personal injury from dangerous or defective equipment, transportation accidents; injury from falls; inclement weather, adverse effects of heat or dehydration, injury from animal or insect bites; cuts; abrasions and puncture wounds, broken bones; muscle strains and sprains; exposure to plants, animals, and other environmental elements which may cause allergic reactions; as well as other risks that may not be foreseeable. I knowingly and freely assume any and all such risks and voluntarily participate in this activity.

I hereby consent to receive medical treatment which may be advisable in the event of injury, accident, and/or illness during this activity.

I certify that I am physically fit, sufficiently prepared and trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity. I certify that I have received information about Yargo Trail Crew in which I will participate and volunteer, and I therefore know where I will be serving and what to expect during the time I spend while volunteering at this activity.

In exchange for being allowed to participate in this program, I hereby release, waive, discharge, indemnify, covenant not to sue, and agree to hold harmless for any and all purposes the GEORGIA DEPARTMENT OF NATURAL RESOURCES, the YARGO TRAIL CREW, FRIENDS OF GEORGIA STATE PARKS, and/or their directors, officers, employees, volunteers, representatives, agents, activity holders, sponsors, and volunteers; from any liability, claims, demands, causes of action, suits, losses, damages, property damage, property loss or theft, costs (including court costs and attorneys' fees) or injury, including death, that may be sustained by the Undersigned while participating in this activity whether caused by the negligence of the parties listed above or their employees, officers, agents, volunteers or otherwise. I understand and intend that this Waiver and Release is binding upon me and my heirs, executors, administrators and assigns.

I acknowledge that GEORGIA DEPARTMENT OF NATURAL RESOURCES AND ITS STAFF AND REPRESENTATIVES INCLUDING THE YARGO TRAIL CREW AND FRIENDS OF GEORGIA STATE PARKS and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I grant permission for my likeness, image and voice to be recorded in any media created during this activity, and grant permission for such media to be used by the activity holders, producers, sponsors, organizers, or their assigns, in any publications, media, or technology now known or hereafter developed in the future for any lawful purpose whatsoever without further permission from me. I understand I will not be compensated further for use of these recordings.

This Release, Waiver of Liability, and Covenant not to Sue shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT COERCION, THREAT OR PROMISE OF ANY KIND. I CERTIFY THAT I AM AT LEAST 18 YEARS OLD OR, IF NOT, THAT I HAVE SECURED THE BELOW SIGNATURE OF MY PARENT OR LEGAL GUARDIAN.**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Name  
(Please print legibly.)

\_\_\_\_\_  
Age

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

**(If under 18 years old, Parent or Guardian must also sign.)**