

SaddleBrooke Hiking Club Membership Application and Release

(Revised July 7, 2021)

Name: _____

Address: _____

Phone: _____ Email Address: _____

The information provided above will be used by SaddleBrooke Hiking Club officers, guides, and volunteers for club administrative purposes only. Please print all information clearly.

New member and other information, in addition to various forms, are available on the club website. The link is: <http://saddlebrookehikingclub.com>

A check for dues written out to SaddleBrooke Hiking Club must accompany this Application & Release. You have the option of paying for one (\$10), two (\$20), or three (\$30) years of membership, subject to terms posted on the website. The release below must be read, dated, signed and submitted by all applicants.

Submit your dues check in the amount of \$10, \$20, or \$30 to the club Membership Coordinator. Include a self-addressed & stamped envelope if you want a complimentary club patch. Mail to:

Dianna Wilson, 37492 S Desert Star Court Tucson, AZ 85739

SaddleBrooke Hiking Club Unconditional Release of All Claims

1. The undersigned individual ("Hiker") states his/her intention to participate in hikes organized or sponsored by the SaddleBrooke Hiking Club ("Club").
2. Hiker acknowledges and agrees that the SaddleBrooke Hiking Club does not maintain any liability, medical, property or other insurance for the benefit of Hiker in connection with the hikes and he/she assumes all responsibility and risk of injury or illness in connection with or participation in the hikes.
3. By signing below, Hiker understands that the hikes may result in injury to the Hiker due to Hiker's actions, or the unintentional actions of other hikers. Hiker also understands that, as a result of any such injury, the guide(s) and/or other hikers may render first aid treatment to the Hiker. Hiker agrees and covenants that, in the event of such injury and/or treatment, Hiker hereby unconditionally releases from all liabilities the Club, its board of directors and officers, the guide(s), the other hikers and SaddleBrooke Home Owners Associations #1 and #2 and all of their members, directors, officers, hiking guides, employees and agents (collectively, "Released Parties"), and any other person, firm, corporation or entity which may be liable or responsible for the Released Parties, with respect to the hikes. The Released Parties are intended third party beneficiaries for purposes of this Membership Application and Release ("Application") to the fullest extent applicable by law.
4. Hiker represents and warrants that no representations have been made to him/her by or on behalf of any of the Released Parties to influence or induce the execution of this Application other than contained herein, and that he/she has fully read this Application and has executed the same upon independent advice and counsel of his/her own choosing, agreeing to release the Released Parties as provided herein.
5. Hiker acknowledges that he/she is capable of participating in and completing a hike of beginning/intermediate /advanced difficulty as defined by the SaddleBrooke Hiking Club ratings system which Hiker acknowledges having read and understood and further acknowledges that he/she has no known medical or other condition which could be damaged or aggravated in any way by participation in such level of difficulty. Hiker assumes the responsibility of informing the leadership of the Club in writing of any change in his/her hiking ability or of any incipient medical condition which would in any way limit or endanger participation in such hikes. Hiker acknowledges sole responsibility for insuring he/she does not attempt hikes which difficulty level exceeds that asserted in this Application.
6. This Application contains the full and complete understanding and agreement of the parties and supersedes all prior understandings or agreements whether oral or in writing, relating to the subject matter contained herein.
7. This Application shall be continuing and shall remain in full force and effect until cancelled at will by either party upon proper written notice to the other. Notice posted by the U. S. Mail to the Hiker at his/her residence address in SaddleBrooke shall be deemed completed notice to him/her.
8. Hiker further agrees that, in the event of a dispute involving the terms and provisions of this Application, venue shall be the courts of Pinal County Arizona and this Application shall be governed by the laws of the State of Arizona, and the prevailing party(ies) shall be entitled to collect from the non-prevailing party(ies) all legal fees and costs incurred in such dispute, including, but not limited to, reasonable expert witness and attorneys' fees.

In Witness Whereof, Hiker has executed this Application for the benefit of the Released Parties:

Effective Date: _____

Signature of Hiker: _____

Printed Name of Hiker: _____