

Astronomy Club of Asheville
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of the Astronomy Club of Asheville (hereinafter referred to as "ACA") and/or any participation in any program affiliated with the ACA, without respect to location, I, for myself and any personal representatives, heirs, and next of kin, hereby acknowledge and agree to the following while participating in an event hosted by the ACA.

1. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the ACA and The Preserve at Little Pine Association, Inc., and their directors, officers, employees, members, and agents (hereinafter referred to as "releasees") and each of them from any loss, liability, damage, or cost that I may incur due to my/my child's presence, upon, or about the ACA observatories or in any way observing or using any facilities or equipment of the ACA or participating in any program affiliated with the ACA.
2. I ACKNOWLEDGE THAT PARTICIPATING IN ACA ACTIVITIES INVOLVES SOME KNOWN AND UNANTICIPATED RISKS WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS OR PERMANENT DISABILITY, DEATH, AND PROPERTY DAMAGE. I HEREBY ASSUME FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE or loss while in, about or on the observatory site of the ACA, or a program affiliated with the ACA, and release, waive, and covenant not to sue the releasees. Risks include, but are not limited to death, broken bones, torn ligaments, or other injuries as a result of falls or contact with ACA equipment or participants; including risks of other injuries or death during the vehicle drive to and from the observatory.
3. I ACKNOWLEDGE THAT THE ROAD TO AND FROM THE ACA OBSERVATORY IS STEEP, WINDING AND PARTIALLY UNPAVED, THAT IT DOES NOT HAVE ROADWAY LIGHTING AND THAT IT REQUIRES SLOW SPEEDS, CAUTION, AND CARE TO NEGOTIATE THIS ROUTE SAFELY. I HEREBY ASSUME FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE during the vehicle drive to and from the ACA observatory.

I expressly agree that this RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina and that, if any portion thereof is held invalid, the remaining portions shall remain in full legal force and effect. I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Date _____ Printed Legal Name _____

Signature or Parent/guardian's signature (If participant is legally a minor)