



NCTA Sign-In Sheet, Participation Agreement, Waiver and Release

Outing:	Date(s):	Page of
Leader:	Assistant Leader:	

The undersigned Participant (defined below) voluntarily gives this Participation Agreement, Waiver and Release (“**Agreement**”) to the North Country Trail Association in consideration of Participant’s participation in the above described outing and Activities (defined below), the services, equipment and amenities to be provided by the NCTA (defined below) in connection with the Activities, and the use of the trails built, maintained, and promoted by the NCTA for any Activities. Participant further agrees to pay all applicable costs and fees for the Activities.

Acknowledgment and Assumption of Risks. Participant acknowledges and agrees that: (a) certain risks are inherent in the Activities, including, but are not limited to, moderate and severe personal injury, harm, death, disability, sickness or disease (including, without limitation, COVID 19 (defined below)), property damage and loss, and hazards of travel; (b) there may be other risks either not known or not readily foreseeable at this time; (c) injuries and damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons; (d) risks of injuries and damages are involved in the Activities and Participant may have to exercise extra care for Participant’s own person and for others around Participant in the face of such hazards; (e) rescue services and medical facilities or expertise necessary to deal with injuries and damages to which Participant may be exposed would involve significant delays in treatment and may not be available at all; (f) if Participant leaves the Activities early, does not complete the Activities as planned, or continues the Activities after the leader has terminated them, Participant assumes all risks inherent in those actions and waives all liability against the NCTA arising from those actions; and (g) although NCTA may take safety measures to minimize the risks to Participants and other persons, NCTA cannot ensure or guarantee that the Activities, equipment, trails, or any premises, structures, or environmental conditions involved in the Activities will be free from hazards, accidents, injuries or any of the forgoing risks. Participant represents and warrants that: (i) the Participant has been warned about and understands the risks involved; (ii) Participant is qualified and able to participate in the Activities; (iii) Participant voluntarily elects to participate in the Activities with knowledge of the risks; (iv) NCTA has not tried to contradict or minimize Participant’s understanding of these risks; and (v) Participant has full knowledge of the nature and extent of all such risks and is not relying on all such risks being described in this Agreement. Participant expressly, specifically, knowingly, and freely assumes, and accepts full responsibility for, all of the above risks.

Participant further acknowledges the health risks and dangers associated with the transmission of COVID-19 and other communicable diseases and recognizes that exposure to COVID-19 or other communicable diseases could occur as part of the Activities. Participant fully assumes any and all of the risks associated with COVID-19 and the possibility of COVID-19 community spread. Participant voluntarily waives, releases, and agrees to indemnify and discharge NCTA from any and all liability, Damages (defined below), and each and every action arising from participation in any Activities including, but not limited to, any exposure to or transmission of COVID-19. Participant further agrees to immediately notify NCTA and the above leader(s) if Participant tests positive for COVID-19 within 3 days of the conclusion of the above outing, authorizes NCTA to notify all participants in this outing of that condition, waives and releases NCTA from any liability related to any and all health and privacy laws related thereto, and agrees to indemnify and defend NCTA for any sickness, disease or death caused by Participant.

Rules. Participant recognizes the importance of knowing and following NCTA’s Rules (defined below) for the safety of participants in the Activities, represents that Participant has read any rules and conditions applicable to the Activities, agrees to abide by them, and agrees that Participant’s participation is at the discretion of the Activities leader. Participant agrees to notify responsible NCTA personnel immediately upon becoming aware of an unsafe condition or violation of safety rules by any other person and to immediately discontinue participation in any Activities if Participant believes the conditions are unsafe.

Waiver, Release, Indemnification, Covenant not to Sue. Each Participant, individually and on behalf of each Participant’s respective Successors (defined below): (a) agrees to waive, release, discharge, hold harmless, defend, and indemnify NCTA, jointly and severally, from and for any and all Damages arising from or relating to Participant’s attendance at or participation in Activities (including, but not limited to, NCTA’s negligence, whether or not sole, but specifically excluding gross negligence or willful misconduct), the use of

NCTA's trails, facilities, services, equipment and premises, all of which may be supervised or unsupervised, or any violation of this Agreement by Participant, whether such Damages occur on or off NCTA's trails or premises, and (b) covenants not to sue NCTA for any of the forgoing. To the fullest extent allowed under applicable law, if Participant is a minor, then Participant's Guardian further agrees to hold harmless, defend, and indemnify NCTA from and for any and all Damages arising from or relating to Participant attempting to void or voiding this Agreement. These promises are made in partial consideration for NCTA accepting this Agreement and permitting Participant to participate in the Activities.

General Terms. This Agreement encompasses the entire understanding and agreement between NCTA and Participant as to the subject matter of this Agreement and supersedes any and all prior or contemporaneous agreements, oral or written, made between NCTA and Participant as to the subject matter of this Agreement. No modification, release, discharge, or waiver of any provision of this Agreement shall be of any force, effect, or value unless signed in writing by NCTA. Participant expressly agrees that the waivers, releases, discharges, hold harmless and defense provisions, indemnifications, and covenant not to sue in this Agreement are intended to be as broad and inclusive as permitted by the laws of the state where this Agreement is executed or the State of Michigan, whichever is broader, and that in the event of any dispute this Agreement shall be governed by and construed in accordance with the broader applicable law, and that principles of conflict of laws shall not apply. Participant hereby irrevocably submits and consents to the jurisdiction of the State of Michigan and agrees that any dispute between Participant and NCTA must be conducted in the state or federal courts for Kent County, Michigan. The terms and conditions of this Agreement shall be legally binding upon Participant and Participant's respective Successors. This Agreement shall not be assigned by Participant or Guardian, by operation of law or otherwise, without the prior written consent of NCTA. If any provision of this Agreement is held to be contrary to law or otherwise unenforceable, in whole or in part, then such provision shall be modified and amended to the extent necessary to be enforceable to the maximum extent provided by applicable law and if such modification or amendment is not possible, then the offending provision shall be severed from and shall not affect the remaining terms of this Agreement, which shall then be interpreted as if the unenforceable provisions were absent from this Agreement. Participant enters into this Agreement voluntarily, after review, and with full understanding of its terms.

Acceptance by NCTA. By permitting Participant to participate in the Activities, NCTA accepts Participant's and Guardian's, if applicable, agreements, representations, warranties, acknowledgements, waivers, releases, and covenants in this Agreement. If NCTA permits Participant to participate in the Activities, such participation is permitted in reliance upon and in consideration for Participant and Guardian, if applicable, entering into this Agreement. NCTA shall have and maintains the right to refuse to allow and to limit Participant's attendance and participation in any or all of the Activities for any reason permitted by law, and maintains the right to enforce its Rules, without limitation of or impacting the applicability of the waivers, releases, discharges, hold harmless and defense provisions, indemnifications and covenants in this Agreement.

Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings given to them below in this Agreement:

"Activities" includes any outing and every activity related thereto, the use of any NCTA equipment, including mowers, chainsaws, sharpened tools and other inherently dangerous equipment, and the use of any portion of the North Country National Scenic Trail or amenity or other NCTA trail or amenity, whether for individual or group hiking, walking, running, exercising, athletic competition, camping, climbing, hunting, the construction or maintenance of trail or facilities, and all similar or related activities. Activities officially begin and end at the location(s) designated by the NCTA. The Activities do not include carpooling, transportation, or transit to and from the Activities, and each Participant is personally responsible for all risks associated with all travel.

"COVID-19" means the highly contagious respiratory disease caused by the SARS-CoV-2 virus and any of its variations.

"Damages" means any and all liability, claims of any nature, damages, and costs (including, but not limited to, all expenses and attorneys' fees), including, but not limited to, any personal injury, harm, death, disability, sickness, disease, property damage, or loss, whether economic or noneconomic, suffered by Participant, Guardian, or any of their family members, dependents, guests, of Successors.

"Rules" means NCTA's rules, regulations, procedures, and practices, whether for safety or otherwise, however amended, published or communicated from time to time.

"Participant" means Participant if Participant is of legal age, and means Participant and Guardian, individually and on behalf of Participant if Participant is a minor.

"NCTA" or "North Country Trail Association" means the North Country Trail Association, a Michigan nonprofit corporation, its affiliated trail groups, local Chapters, corporate sponsors, and as applicable, all of its officers, directors, employees, agents, leaders, volunteers, sponsors, organizers, and representatives, individually and collectively.

"Successors" means, as applicable, a person's family, estate, heirs, executors, personal representatives, next of kin, successors, and assigns, as well as any other party asserting a claim on the person or entity's behalf or on behalf of any estate.

**THIS FORM MUST BE SIGNED BY EACH PARTICIPANT,
AND BY A LEGAL GUARDIAN OF THE PARTICIPANT IF THE PARTICIPANT IS UNDER THE AGE OF 18.**

PARTICIPANT/GUARDIAN: I have had the opportunity to ask questions about, understand, and voluntarily agree to this Participation Agreement, Waiver and Release on my own behalf as well as on behalf of any minor that I am authorizing to participate in the Activities. If I am signing on behalf of a minor, I represent and warrant that I am the minor Participant's legal parent or guardian and that I am duly authorized to execute this Agreement individually and on the minor Participant's behalf. I understand this Agreement includes waivers, releases, discharges, hold harmless and defense provisions, and indemnifications and covenants in favor of NCTA given on behalf of myself and any minor Participant for whom I am signing.

*Supply your email address to receive periodic communications from the NCTA.

Participant Name (Print)	Signature (Participant or Guardian if a minor)	Address, City, State, Zip	*Email	Contact Phone	Emergency # ----- Name / Relation	Early Sign-Out (Initials)

*If a minor is going on the trip, the minor's guardian must sign on the minor's behalf.

Participant Name (Print)	Signature (Participant or Guardian if a minor)	Address, City, State, Zip	*Email	Contact Phone	Emergency # ----- Name / Relation	Early Sign-Out (Initials)

***If a minor is going on the trip, the minor's guardian must sign on the minor's behalf.**