

**RELEASE AND INDEMNIFICATION AGREEMENT**  
**(FOR EXECUTION BY ATTENDING GROUPS)**

BETWEEN (name **GROUP**) \_\_\_\_\_  
and **Lula Lake Land Trust**.

WHEREAS, GROUP desires to sponsor a field trip(s)/outing(s) (“Outing(s)”) under which its students, employees, agents, members, or donors (the “Participants”) will enter onto property located on Lookout Mountain (the “Property”) owned by Lula Lake Land Trust; and

WHEREAS, Lula Lake Land Trust has agreed to permit the Participants to enter onto the Property pursuant to the terms of this Agreement, provided each Participant executes the liability release form attached hereto as **Exhibit A**.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, The Trust and Group agree as follows:

**1.**

GROUP does hereby and for its respective offices, directors, students, employees, members, agents, donors and assigns, forever release Lula Lake Land Trust and any of its successors and assigns from any and all costs, claims, losses, liabilities, or damages arising from or in anyway related to the “Outing(s)” or the entry of GROUP’s officers, directors, students, employees, members, agents, donors, or assigns onto the above-referenced Property. GROUP further agrees that this release is to be effective regardless of whether such claims of liability are asserted in negligence, strict liability in tort, or other theory of recovery, and covenants and agrees to make no claim nor to institute any suit, action or proceeding whatsoever against Lula Lake Land Trust, its successors and assigns relating to any accident, incident or occurrence arising to of or in connection with the Outing(s).

**2.**

GROUP agrees to indemnify Lula Lake Land Trust and any of its successors and assigns and hold them harmless for any and all costs, claims, losses, liabilities or damages arising from or in any way related to the Outing(s), including, but without limitation, all judgments and reasonable costs and expenses, including reasonable attorneys’ fees, arising out of or in connection with said Outing(s).

**3.**

This Agreement contains the full understanding of the parties and may not be modified, amended, changed, terminated or canceled orally.

**RELEASE OF LIABILITY FOR LULA LAKE LAND TRUST**  
**(FOR INDIVIDUAL MEMBERS OF GROUP)**

I have chosen to participate in the following trip(s), field trip(s) or outing(s) sponsored or organized by (name GROUP) \_\_\_\_\_

(Describe field trip/outing: please include date): \_\_\_\_\_

In consideration for being allowed to participate, I willingly assume all risks associated with my participation and I grant this release of liability. I have listened carefully to the hazards as outlined by the Outing leader. I understand that my participation on this Outing(s) entails a risk of physical injury or death, and that I may be exposed to hazards including, by way of illustration but not limitation: exposure to extreme or inclement weather; passage on or through bodies of water (including exposure to swift water, strong currents, rocks, snags and similar hazards); unmarked and unprotected topographic hazards such as cliffs, ravines, caves, or falling rocks; exposure to poisonous insects, reptiles or plants; and risk associated with strenuous physical activity. I further understand that accidents or injuries may occur in locations or under circumstances where medical attention is not readily available. I expressly assume all risks associated with such hazards, as well as all other risks associated with or arising from my participation on this Outing(s).

I understand and agree to abide by all instructions, rules and regulations of the leader designated by the GROUP regarding safety and the use of all equipment. I understand that no drugs or alcoholic beverages of any type are allowed, and I may be asked to leave if I am suspected to be under the influence of drugs or alcohol.

On behalf of myself, my estate, and personal representative thereof, my heirs and assigns, I hereby forever release Lula Lake Land Trust, and any of its employees, agents, officers, members, and other representatives, from any and all costs, claims, losses, liabilities or damage arising from or in any way related to my participation on this or future Outing(s). I intend this release to be effective, regardless whether the claim of liability is asserted to negligence, strict liability in tort, or other theory of recovery. For myself, my estate, and the personal representative thereof, my heirs and assigns, I covenant and agree to make no claim, nor to institute any suit, action or proceeding against GROUP, its officers, directors, students, employees or agents, relating to any accident, incident or occurrence arising out of or in connection with my participation on this Outing(s).

IN WITNESS WHEREOF, I have executed this release.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness OR Parent/Guardian if under 18

\_\_\_\_\_  
Date

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Date

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_ 2009

**GROUP:** \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**LULA LAKE LAND TRUST**

By: \_\_\_\_\_

Title: \_\_\_\_\_