

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I ("Parent participant") as named on this membership form, acknowledge that I and my son(s) as named on this membership form have voluntarily applied to participate in the activities of the Mighty Corona Nation, Inc., dba Explorer Guides Program® ("Program").

I understand that my participation in the Program may involve myself and my child(ren) in activities such as, but not limited to: camping events, campfires, archery, horseback riding, canoeing & boating, crafts, model car derby races, parades, riflery, community service, meetings at members' houses or other locations, swimming, sports of all types, games, field games, hayrides, sled riding, fishing, dances, holiday or theme parties, rock or wall climbing, museums, etc.

I AM AWARE THAT THESE ACTIVITIES ARE POTENTIALLY HAZARDOUS ACTIVITIES AND THAT I AND/OR MY CHILD(REN) COULD BE SERIOUSLY INJURED OR EVEN KILLED. PRIOR TO ENGAGING IN ANY STRENUOUS OR POTENTIALLY HAZARDOUS ACTIVITIES, I AND MY CHILD(REN) WILL UNDERGO A PHYSICAL EXAMINATION WITH A PHYSICIAN OF OUR CHOOSING AND RECEIVE MEDICAL CLEARANCE TO PARTICIPATE IN THE AFOREMENTIONED ACTIVITIES. I AND MY CHILD(REN) ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. ON BEHALF OF MYSELF AND MY CHILD(REN), AND TO THE FULLEST EXTENT AVAILABLE UNDER THE LAW, I AGREE TO WAIVE ANY AND ALL CLAIMS THAT MAY ACCRUE AGAINST THE PROGRAM AS A RESULT OF OUR PARTICIPATION IN ANY OF THE PROGRAM'S SPONSORED ACTIVITIES, AND AGREE TO HOLD THE PROGRAM HARMLESS FROM ALL SUCH CLAIMS THAT MAY ARISE.

As consideration for being permitted by the Program to participate in these activities, I agree to indemnify and defend the Program against any and all losses, damages, or claims incurred or suffered by the Program as a result of my and my child(ren)'s participation in these activities. I forever release the Program, any affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all actions, claims, or demands that I and/or my child(ren), our assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to: (i) my and my child(ren)'s participation in these activities; (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee or (iii) the condition of the premises where these activities occur, whether or not I or my child(ren) are then participating in the activities. I also agree on behalf of myself and my child(ren) that I and/or my child(ren), our assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release. I understand and acknowledge that in the event I fail to indemnify and defend the Program in violation of this provision, the Program shall have the right to file a claim against me for such defense and indemnity, and be entitled to recover its attorney's fees and costs of suit incurred therein.

I have been advised to seek independent legal counsel of my choosing for the purpose of reviewing this release form. By signing this release form, I am acknowledging that I have, in fact, sought independent legal counsel to review this form, or that I have voluntarily waived my right to do so.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE PROGRAM AND SIGN IT OF MY OWN FREE WILL.

I verify that the dangers of the activities and the significance of this Release and Waiver were explained to me as the Participant and that I understood them.

PARTICIPANT/RELEASOR PARENT OR GUARDIAN

Date

Sign

Print Parent Name

Print Child Name

Print Child Name

Accept the terms of this waiver by circling I AGREE below:

I AGREE

I DO NOT AGREE

Note that the applicant must circle I AGREE or the membership application cannot be accepted.