

*This is required only of non-Club members  
or members who have not previously  
signed the Club's standard HHA.*

## **CAPE FEAR MEN'S CLUB**

### **ACKNOWLEDGMENT OF RISK, AND HOLD HARMLESS AGREEMENT, BOTH FOR THE BENEFIT OF THE CAPE FEAR MEN'S CLUB, INC, AND FOR ANY MEMBERS THEREOF**

January 1, 2017

I hereby acknowledge (1) that I have voluntarily chosen to participate in activities and events and to use related facilities (together hereinafter called "Activity") in connection with (including but not limited to) one or more fishing, shooting, golfing, bicycling, or kayaking activities, as selected/accepted by me in my sole discretion, and (2) that on a purely voluntary basis one or more members of the Cape Fear Men's Club, Inc., may accommodate me by assisting in making appropriate general arrangements relating thereto and/or by relaying information to/from various other persons and myself.

I understand the risks involved in the Activity. I recognize that the Activity involves risk of injury and I agree to accept any and all risks associated with the Activity, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. Furthermore, I recognize that participation in the Activity involves risks incidental thereto, including but not limited to: travel to and from the Activity, and limited availability of medical assistance. I am voluntarily participating in the Activity with the knowledge of the risks involved, and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death, relating to any of the Activity. I also acknowledge that any guests I bring to the Activity have been made aware of this agreement and that they have fully agreed that their participation is under condition of this agreement.

In consideration of my participation in the Activity and to the fullest extent permitted by applicable law, I agree not to sue any one or more of the Cape Fear Men's Club, Inc., or any of its respective officers, members and/or agents, based upon or otherwise relating to my participation in the Activity, and to indemnify, defend and hold harmless each and every one of the Cape Fear Men's Club, Inc., and each of its officers, members and/or agents, from and against any and all "Claim(s)" arising out of or resulting from my participation in the Activity. "Claim" as used in this agreement specifically includes any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction or loss of tangible property, including but not limited to loss of use resulting therefrom, that may be made or suffered by me or by my family, estate, heirs or assigns. In addition, I hereby voluntarily hold harmless each and all of the Cape Fear Men's Club, Inc., and its officers, members and/or agents, from any and all Claims, both present and future, related in any way to the Activity, that may be made by me, my family, estate, heirs or assigns.

I hereby expressly agree to indemnify, defend, and hold harmless each and all of the Cape Fear Men's Club, Inc., and its officers, members and/or agents, for, from, and against any Claim(s) arising out of or incident to my participation in any Activity, that may be made by me, my family, estate, heirs or assigns.

I also understand and acknowledge that neither the Cape Fear Men's Club nor any of its officers, members and/or agents provides for my benefit any medical or dental insurance or life insurance to cover bodily injury, illness or death, or any insurance for personal property damage or loss, or any insurance for liability arising out of my negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance to cover these expenses/exposures.

I further understand that this acknowledgment of risk and hold harmless agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that if any portion hereof is finally held by a court of competent jurisdiction to be unenforceable, then the remainder of this acknowledgement of risk and hold harmless agreement shall nevertheless continue to be in full legal force and effect.

I agree that this acknowledgment of risk and hold harmless agreement is effective for as long as I participate in the Activity, and for as long thereafter as any consequences continue from such participation by me in any such Activity.

EVENT("ACTIVITY")\_\_\_\_\_

DATE\_\_\_\_\_

PRINTED NAME

SIGNATURE

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