

**ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT OF  
CAPE FEAR MEN'S CLUB, Inc,**

I hereby acknowledge that I have voluntarily chosen to participate in the activities and events and use any facilities selected by the Cape Fear Men's Club, including, but not limited to, Fishing, Golf, Kayaking, Skeet, Trap, and Shooting, Dining and Cooking, Bowling, and Discussion Groups (hereinafter called "Activities").

I understand the risks involved in the Activities. I recognize that the Activities involve risk of injury and I agree to accept any and all risks associated with it, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. Furthermore, I recognize that participation in the Activities involves risks incidental thereto, including but not limited to, travel to and from Activities, and limited availability of medical assistance. I am voluntarily participating in the Activities with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death. I also acknowledge that any guests I bring to the Activities 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 Activities and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless and not to sue The Cape Fear Men's Club, its officers, members and assigns from and against all claims arising out of or resulting from my participation in the Activities. "Claim" as used in this agreement means 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 of tangible property including loss of use resulting there from. In addition, I hereby voluntarily hold harmless The Cape Fear Men's Club, its officers, and members and assigns from any and all claims, both present and future, that may be made by me, my family, estate, heirs or assigns.

I hereby expressly agree to indemnify, defend, and hold harmless The Cape Fear Men's Club, its officers, members and assigns for any claim arising out of or incident to my participation in the Activities.

I also understand that The Cape Fear Men's Club does not provide any medical or dental insurance or life insurance to cover bodily injury, illness or death, nor insurance for personal property damage or loss, nor 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.

I further understand that this acknowledgment of risk and hold harmless 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 will remain in effect in perpetuity and will apply to any Activity I participate in with the Cape Fear Men's Club Inc. without regard to the extent or frequency of my participation in the Activity.

**I have read and understand the Cape Fear Men's Club acknowledgement of risk and hold harmless agreement.**

Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please return the completed application and dues payment (if appropriate) to:

***Cape Fear Men's Club PO Box 12835 Wilmington, NC 28405***

***or CFMCMembership@gmail.com***