

**ACKNOWLEDGEMENT OF RISK AND
RELEASE OF LIABILITY**

The applicant, _____, in consideration of being admitted to membership in, or of being allowed continued membership in, Cary CERT Association, Inc., and as a pre-requisite to continuance of said membership, agrees and contracts as follows:

I understand that Cary CERT Association, Inc. (Cary CERT) is a non-profit corporation formed for the support of CERT-trained volunteers and to facilitate said volunteers in their further training and communication.

I understand that training activities may involve: light search & rescue, firefighting, first aid, lifting, and other emergency preparedness and first responder tasks. I understand that although Cary CERT has endeavored to organize these activities in a safe manner, participation in these and related activities involve risk of property damage, personal injury, or even death. Specific risks include, but are not limited to, back strains, burns, falls, damage to personal property, motor vehicle accidents, etc. I further understand that before participating in these activities I should consult a physician for advice as to my ability to participate in said activities.

I have been afforded the opportunity to make such inquiries as I think necessary to understand the activities and the potential risks involved. I recognize the hazards and dangers inherent in activities and that participation entails risks of personal injury, loss of life and loss or damage to property. I agree that my decision to participate in such activities is entirely voluntary and that I am free at any time to decline or discontinue said activities at any time.

I understand that Cary CERT is not authorized to deploy me, or any CERT member or team, and that only an appropriate governmental authority, such as the Town of Cary Fire Department, has the authority to do so. If deployed by any governmental authority, I understand that I would be under the direction and control of the governmental authority, and not Cary CERT. I acknowledge and agree that Cary CERT would have no liability or responsibility for anything which may occur while deployed.

I represent that I am in satisfactory health and physical condition to engage in Cary CERT activities and not be a danger to myself or others.

I agree to abide by the rules of Cary CERT Association, Inc. and I agree that I may be removed as a member of Cary CERT upon a vote of the majority of its board of directors at a duly constituted meeting, whether for violation of the rules or otherwise.

RELEASE

I for myself, my heirs, executors and assigns do hereby voluntarily and with full knowledge of the consequence of my actions:

1. Release and forever discharge Cary CERT, its officers and members (jointly "Releasees") from any and all liability, actions, demands or claims of every kind and nature, that might be made on account of any loss, cost, expense or damage whether for

bodily injury or death, illness, or property damage, to myself or another arising out of my participation in any Cary CERT activity or while deployed by any government authority.

2. Indemnify and hold harmless the Releasees from and against all liability, actions, demands or claims of every kind and nature arising out of my participation in Cary CERT activities or while deployed by any government authority.

3. Agree, promise and covenant not to sue, assert or maintain any claim against the Releasees for any injury illness, death or damage to myself or my property arising from participation in any Cary CERT activity or while deployed by any government authority.

This agreement is intended to cover liability, actions demands and claims whether based on negligence, breach of contract, breach of warranty or any other legal theory.

I agree that if any provision of this agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall be considered severed and deleted and such severance shall not effect the validity of the remaining provisions of this Release.

I furthermore authorize the free use of any photographs and videotape of me generated during any Cary CERT activity.

IN SIGNING THIS RELEASE I FULLY RECOGNIZE THAT IF INJURY, ILLNESS, DEATH OR DAMAGE OCCURS TO ME AS A RESULT OF ANY CARY CERT ACTIVITY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST CARY CERT, ITS OFFICERS, OR MEMBERS.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS.

I AM FULLY AWARE THAT THIS IS A RELEASE OF LIABILITY AND A HOLD HARMLESS AGREEMENT. I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT I AM FREE TO CHOOSE NOT TO PARTICPATE IN ANY CARY CERT ACTIVITY.

Printed name

Signature

Date