

**WAIVER AND RELEASE OF LIABILITY
OF PROPERTY OWNERS
OF MT. KESSLER GREENWAYS**

Property Owners include, but are not limited to, The Sharpridge Trust, Kathryn Keller, Eric Wailes, Jane N. Steele Trust and Chambers Bank

In consideration for receiving permission to hike/ bike or run on the trails of Mt. Kessler Greenways, I hereby agree forever to **RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE** any property owner, land managers, sponsors, volunteers, representatives, employees, agents, contractors and any of their successors, for any and all personal injuries, death, or damages whatsoever, from whatever cause, supervised or unsupervised, including but not limited to negligence or carelessness on the part of the persons named in this waiver.

I covenant and agree that by signing this release, I am waiving all known or unknown risks of harm, including but not limited to, the risk of running/hiking or biking near vehicular traffic, running/hiking or biking on a trail, running/hiking/biking through woods, getting lost, falling, bites by snakes, dogs or other animals, personal harm or death due to the length of the hike/bike/run,, other runners/hikers/bikers, inclement weather, trail/road/sidewalk conditions and failure to abide by all Mt. Kessler Greenways rules.

I know that hiking/biking/running **is a potentially hazardous activity** that could cause injury or death. I should not enter **Mt. Kessler Greenways** unless I am medically able and properly trained, and by my signature, I certify that I am medically able to hike/bike/run on the trails, am in good health, and am properly trained.

I hereby agree that in the event any claim arising out of our incidental to personal injury or damages to me shall be filed against the Released Parties. I shall indemnify and hold harmless such Released Parties against any and all such claims, including attorney's fees incurred by any property owner in defending such claims.

I have **CAREFULLY READ** the **Release and Waiver of Liability** and **FULLY UNDERSTAND** and am **AWARE** of its contents, and I sign it of my own free will.

RULES AND REGULATIONS OF MT. KESSLER GREENWAYS

1. I agree to stay on the trail at all times and not hike/bike/run/trespass on any land adjacent to the trails.
2. I agree to respect the trails and their environment by not leaving any trash, defacing any tree, rock, sign or any other feature.
3. I will not use any alcohol or any illegal substance while on the Mt. Kessler Greenways.
4. I agree that use of the trails may be **SUSPENDED** at any time by the property owners.

DATE: _____ **NAME (PRINTED)** _____

SIGNATURE _____ **E-MAIL** _____

PHONE NUMBER _____ **PRINT MAILING ADDRESS (BELOW)**

ADVOCACY

I will be an **ADVOCATE** of Mt. Kessler Greenways according to my skills and talents: **YES**) _____ **(NO)** _____

PLEASE TELL US SOMETHING ABOUT YOURSELF. ALSO, PLEASE LIST SOME WAYS THAT YOU MIGHT BE ABLE TO HELP US AS AN ADVOCATE OF MT. KESSLER GREENWAYS & TRAILS.

THERE IS NO CHARGE FOR USAGE OF THE TRAILS, BUT YOU MAY MAKE A CONTRIBUTION TO FAYETTEVILLE NATURAL HERITAGE ASSOCIATION (MT. KESSLER FUND)