

# Cumberland Mycological Society

## Release and Indemnification Agreement

This Release and Indemnification Agreement ("Agreement") is entered into by and between the Cumberland Mycological Society ("CMS"), as it is presently organized and may be later structured and the undersigned Member or Guest ("Member" or "Guest"). CMS is a not-for-profit educational organization that has as its principal purpose of the sharing of mushroom related information among its members. All officers, directors, identifiers and members serve CMS in a voluntary capacity and receive no remuneration for their services. In cases where CMS charges a fee for its forays, walks, lectures and other events (collectively "CMS Events"), it is doing so only to cover its direct costs and does not operate in a for-profit capacity. The Member or Guest understands that there is inherent and unavoidable risk in outdoor activities relating to hunting, collecting, and consuming wild mushrooms. These risks include but are not limited to the dangers of hiking in difficult terrain, the possibility of misidentifying wild mushrooms, and the possible allergic or toxic reaction that some individuals may have to otherwise edible mushrooms. The Member or Guest hereby agrees to the following:

1. The Member or Guest assumes all risks associated with CMS Events. The Member or Guest expressly acknowledges that it is the sole responsibility of the Member or Guest to hike safely and to determine whether a wild mushroom may be consumed.
2. The Member or Guest releases, holds harmless, and indemnifies CMS, it's officers, directors, identifiers and representatives from any and all liability relating to any illness, injuries to or death of any persons, or damage to property or both, incurred by the Member or Guest, or the family members of Members or Guests (including accompanying minors) as a result of participation in any activity or CMS Event regardless of how, where, or when such injury, illness, death or damage occurs even if caused by the negligence of Cumberland Mycological Society, it's agent, servants, identifiers, directors or representatives, or due to conditions, participation or defects of the premises or activities.

CMS retains the right to refuse any club privileges or activities to anyone under the influence of drugs or alcohol or using abusive, threatening or otherwise unacceptable behavior at any events.

This Agreement shall be governed by the laws of the State of Tennessee. If any portion of the Agreement is declared for any reason to be invalid or unenforceable, such invalidity shall not affect any other provision of the Agreement. This Agreement shall apply to all CMS Events or Activities.

signature(s) \_\_\_\_\_ (date) \_\_\_\_\_

Name(s) (*print clearly*) \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Phone(s) \_\_\_\_\_ email \_\_\_\_\_

*Would you like your email to be added to the club's group email list where you will receive periodic, but infrequent, updates? (your email will never be shared with anyone) Yes \_\_\_\_ No \_\_\_\_*

To join Cumberland Mycological Society by mail (or renew membership), please print, fill out, sign, and mail one of these forms for each person joining (or renewing) along with \$5 per person to:

Virginia Creasy  
c/o Cumberland Mycological Society  
705 Marsfield Rd.  
Knoxville, TN 37934

Amount Enclosed for dues \_\_\_\_\_

Donations: (*appreciated but not expected*) \_\_\_\_\_

Total amount enclosed: \_\_\_\_\_