

## **Northwest Indiana Outdoors LTD. Code of Conduct/Agreement**

### **NORTHWEST INDIANA OUTDOORS LTD. Agreement**

This agreement is between you and NORTHWEST INDIANA OUTDOORS LTD. and sets forth NORTHWEST INDIANA OUTDOORS LTD. Code of conduct and policies.

All members of NORTHWEST INDIANA OUTDOORS LTD. are expected to comply with all provisions of this agreement at all times. NORTHWEST INDIANA OUTDOORS LTD reserves the right to suspend, or revoke your membership if you violate any provisions of this agreement.

#### **Code of Conduct:**

We are a Not-for-Profit group of outdoor enthusiasts who seek to enjoy outdoor activities in the company of others. As a teaching organization we realize that meeting new people with the same interests is one of the main reasons you decide to join and participate. We also realize you join this group to learn new things. With this in mind respect of other people and respect for the trails and the environment is important to us.

We take the well-being of our participants and members very seriously and are committed to creating a safe, comfortable, enjoyable and healthy learning environment. When attending a NORTHWEST INDIANA OUTDOORS LTD activity, you are required to refrain from the following behaviors:

- 1) Behavior that is unruly, unsafe, disruptive or illegal in nature.
- 2) Use of alcohol or illegal drugs.
- 3) Foul or abusive language or obscene gestures.
- 4) Interference with the activity or event's goals.
- 5) Verbal or physical harassment of another participant or member. Unwanted physical, verbal or suggested attention will not be tolerated.
- 6) Failure to follow the directions of the trip leader.

As a NORTHWEST INDIANA OUTDOORS LTD participant or member, you are responsible for your own conduct. Any participant or member who violates the above policies will be removed from the activity and membership revoked.

#### **Group Page use:**

NORTHWEST INDIANA OUTDOORS LTD wants our members to use the group page to post ideas, make comments and generally communicate. We expect our members to use our group page responsibly and to treat all other participants and members with respect when posting on the message board. At all times:

- 1) You will show courtesy and respect when posting on the group page.
- 2) You will not post anything that is offensive such as photos, messages or events that promote negative things.
- 3) You will not harass or advocate harassment of another member by use of the message board or by emailing a member.

## **Outdoor Activity Safety and Conduct:**

Our outdoor environments are fragile and special care is needed to make sure we protect it.

- 1) Stay on marked trails where required at all times.
- 2) Always listen to Trip Leaders and the safety rules provide by them.
- 3) Do not travel alone. Stay with the group.
- 4) Do not litter. (We follow Leave No Trace)
- 5) In most parks it is illegal to pick any plant, or to disturb or kill any animal or to remove or disfigure any biological, archaeological or geological material.

## **Policies:**

In order to provide an enjoyable and well-planned experience for all NORTHWEST INDIANA OUTDOORS LTD members, certain policies are in place and must be followed by participants and members. All of our activities that are posted will include the date, time, location, difficulty and any other pertinent information.

### **A. Children Policy**

Our group welcomes families with children to actively participate in our activities. When children participate in our activities a parent or legal guardian must accompany them. For some activities the parent or legal guardian may have to sign a waiver.

### **B. Dog Policy**

NORTHWEST INDIANA OUTDOORS LTD is a dog friendly group. With this in mind before you bring your dog to an activity we need to see how you dog acts with other members dog(s). If your dog becomes a problem during an activity you will be asked to leave with your dog.

### **C. Loaner Equipment**

Our club has loaner equipment that can be used for members who are trying an activity for the first time. If a member uses any of this equipment they are responsible for it. If while in possession of the member the equipment is damaged, lost or stolen, the member is responsible for replacing the damaged, lost or stolen equipment.

### **D. Work Days**

Our club has work days once a month. The work days can be 1 or 2 days depending on the project we are working on. All members are required to participate in at least 4 workdays per year. The purpose of our club's work days are to promote our group and to help our parks.

## **Waiver from Liability**

By agreeing to participate in a NORTHWEST INDIANA OUTDOORS LTD activity, or become a member of NORTHWEST INDIANA OUTDOORS LTD, you agree to that the following waiver applies to any and all activities with NORTHWEST INDIANA OUTDOORS LTD.

### **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGEEMENT**

**RELEASE AND WAIVER OF LIABILITY.** I release, waive and discharge NORTHWEST INDIANA OUTDOORS LTD, it's Members, Organizers and Trip Leaders from any and all liabilities, losses, claims, demands, actions and causes of action of any nature whatsoever which have arisen or which may arise, as a result of or because of the ACTIVITY, or as a result of or because of any other thing or circumstance occurring prior to, on or after the date of this agreement, including, without limitation, any and all liabilities, losses, claims, counter claims, demands, actions and causes of action for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, damage of any kind, economic losses arising out of or in connection with the activity and travel to and from the activity.

**Assumption of Risk:** I assume full responsibility for and all risk of bodily injury, death or property damage while participating in a NORTHWEST INDIANA OUTDOORS LTD activity even if any of the foregoing is caused by the negligent acts or omissions of NORTHWEST INDIANA OUTDOORS LTD. Any and all risk of bodily injury, death or property damage being known and appreciated by me. I assume the risk incident for the activity and any negligence arising out of the activity. I knowingly and willingly expose myself to the dangers inherent in the activity.

**Indemnity:** I agree to indemnify and save and hold harmless NORTHWEST INDIANA OUTDOORS LTD from and against any and all liabilities, losses, claims, counterclaims, demands, actions and causes of action of any nature whatsoever which have arisen or which may arise, as a result of or because of an activity, or as a result of or because of any other thing or circumstance occurring prior to, on or after the date of this agreement, including, without limitation, any and all liabilities, losses, claims, counterclaims, damages, actions and causes of action for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft, damage of any kind, and economic losses arising out of or in connection with an activity and travel to and from an activity, even if such liabilities, losses, claims, counterclaims, demands, actions and causes of action are caused by the negligent acts or omissions of NORTHWEST INDIANA OUTDOORS LTD.

**ADDITIONAL AGREEMENTS, COVENANTS, REPRESENTATION & WARRANTIES:**

- A.** I acknowledge that an activity may be an extreme test of a person's physical and mental limits and carry with it the potential for death, serious injury or property loss.
- B.** I represent, warrant and certify that I am in good physical condition and have not been advised against participation in an activity, and others of this type, by a qualified health professional. I understand that participation in an activity is potentially hazardous and carries with it certain inherent risks that cannot be eliminated completely ranging from minor injuries to catastrophic including death, and that I should not participate unless I am physically able to.
- C.** I know that if I become injured or ill while participating in an activity, I am responsible for my own health care expenses and I have made arrangements to handle such expenses through insurance coverage, access to cash or other methods.
- D.** This agreement is intended to be as broad and inclusive as permitted by the law of the State of Indiana and if any portion is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.
- E.** I assume full responsibility for any and all claims and costs arising directly or indirectly from any of my activities, acts, or omissions while participating in an activity.
- F.** I represent and warrant that I have freely signed this AGREEMENT and this AGREEMENT is not entered into as a result of fraud or duress.
- G.** I agree to be bound by the terms and conditions of this agreement.

**I HAVE CAREFULLY READ AND UNDERSTAND COMPLETELY THE ABOVE PROVISIONS, AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.**

**I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER.**

I EXECUTE THIS AGREEMENT ON MY BEHALF, AND ON BEHALF OF MY PERSONAL REPRESENTATIVE, ASSIGNS, AND HEIRS.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Child/Children's Names** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

Name

Number

**\* Note- For some activities there may be another waiver of liability form to be signed. Example- Canoe rental.**

