



ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT FOR THE BENEFIT OF THE WILMINGTON NEWCOMERS' CLUB, INC, ("WNC") AND FOR ANY MEMBERS/MEMBERS' SPOUSES AND GUESTS THEREOF

I hereby acknowledge (1) that I have voluntarily chosen to participate in activities and events sponsored by WNC (including but not limited to any satellite group) and to use related facilities (together hereinafter called "Activity") and (2) that on a purely voluntary basis one or more members of the WNC may accommodate me by assisting in making appropriate general arrangements relating thereto and/or by relaying information to/from various other persons and myself.

I recognize that the Activity involves risk of injury and I agree to accept any and all risks associated with the Activity, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. Furthermore, I recognize that participation in the Activity involves risks incidental thereto, including but not limited to travel to and from the Activity and limited availability of medical assistance. I am voluntarily participating in the Activity with the knowledge of the risks involved, and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death, relating to any of the Activity.

In consideration of my participation in the Activity and to the fullest extent permitted by applicable law, I agree not to sue WNC or any of its respective officers, members and/or agents, based upon or otherwise relating to my participation in the Activity. I hereby further agree to indemnify, defend and hold harmless WNC and each of its officers, members and/or agents, from and against any and all Claim(s) arising out of or resulting from my participation in the Activity. "Claim" as used in this Agreement specifically includes 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 or loss of tangible property (including but not limited to loss of use resulting therefrom) that may be made or suffered by me or by my family, estate, heirs or assigns. In addition, I hereby voluntarily hold harmless WNC and its officers, members and/or agents, from any and all Claims, both present and future, related in any way to the Activity that may be made by me, my family, estate, heirs or assigns.

I also understand and acknowledge that neither WNC nor any of its officers, members and/or agents provides for my benefit any medical or dental insurance or life insurance to cover bodily injury, illness or death, or any insurance for personal property damage or loss, or any insurance for liability arising out of my negligent acts or omissions.

I further understand that this Acknowledgment of Risk and Hold Harmless Agreement 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 Acknowledgment 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 is effective for as long as I participate in the Activity, and for as long thereafter as any consequences continue from such participation by me in any such Activity.

DATE _____

PRINTED NAME _____ SIGNATURE _____