



Tamiami Amateur Radio Club

P.O. Box 976, Nokomis, FL 34274 USA

www.tamiamiarc.org

Directions: Please read carefully, fill in all blanks and initial each paragraph before signing at bottom. Initial and sign ONLY in the presence of a designated witness for the event.

RELEASE OF LIABILITY FOR EQUIPMENT BORROWED FROM Tamiami Amateur Radio Club (TARC)

I, _____, hereby affirm that I have carefully examined all of the equipment borrowed from TARC, that the equipment is in good working order, and that I shall return the equipment in equally good working order as agreed.

_____ I understand and agree that neither club Quartermaster individually or Tamiami Amateur Radio Club, nor the officers, directors, shareholders, affiliated companies, employees, agents, or assigns of the above listed entities and/or individuals (hereinafter referred to as "**Released Parties**") may be held liable or responsible in any way for any injury, death, or other damages to the public or me or my family, heirs, or assigns that may occur as a result of my use of the borrowed equipment or as a result of the negligence of any party, including the **Released Parties**, whether passive or active.

_____ In consideration of being allowed to borrow this equipment, I hereby personally assume all risks in connection with the use of said equipment, for any harm, injury, or damage that may befall me while I am using the equipment, including all risks connected therewith, whether foreseen or unforeseen.

_____ I further agree to save, defend, indemnify, and hold harmless said **Released Parties** from any claim or lawsuit by me, anyone purporting to act on my behalf, my family, estate, heirs or assigns, arising directly or indirectly out of my use of the borrowed equipment even if such claims may be groundless, false or fraudulent.

_____ I also understand that amateur radio equipment emits radio frequency (RF) energy that may be harmful, that I will abide by all ARRL and other published guidelines for ensuring RF safety of the operator and public, that I expressly assume the risk of said injuries and that I will not hold the above listed individuals or companies responsible for the same, and I agree to defend, indemnify, and hold harmless said **Released Parties** for any such injuries incurred by me.

_____ I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian.

_____ I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act. Further that I understand and agree that, in the event that one or more of the provisions of this agreement, for any reason, is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

IT IS THE INTENTION OF _____ BY THIS INSTRUMENT TO EXEMPT AND RELEASE TAMIAMI AMATEUR RADIO CLUB, QUARTERMASTER, AND ALL OTHER RELATED ENTITIES AND **RELEASED PARTIES** AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE SIGNING IT ON BEHALF OF MYSELF AND MY HEIRS.

This document is required for the loan of any amateur radio equipment by TARC. No alterations, changes, omissions or revisions may be made.

Signature of Borrower: _____ Date: ____ / ____ / ____

Call Sign: _____

Signatures of Parents or Guardians (where applicable): _____ Date: ____ / ____ / ____
Day / Month / Year
Day / Month / Year

Witness Signature: _____ Date: ____ / ____ / ____
Day / Month / Year

Tamiami Amateur Radio Club, PO Box 976, Nokomis, FL 34274 USA · Email: secretary@tamiamiarc.org