



**EXPRESS ASSUMPTION OF RISK, WAIVER OF LIABILITY AND CLAIMS, AND INDEMNITY AGREEMENT**

(GENERAL PARTICIPANT)

**Participant's Name(s):** \_\_\_\_\_

**Minor's Name(s):** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

**Home Phone #:** \_\_\_\_\_ **Emergency Phone #:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Event/Location:** EcoCamp Berryessa

Hiking                       Rafting                       Camping                       Wilderness Visit / Tour

Trail Building / Maintenance                       Other: **Summer BBQ and Overnight Camping**

I hereby request that I be allowed to participate in the above-described activity sponsored by Tuleyome. In consideration of being permitted to participate in the above-described activity ("Activity"), I, for myself and for my personal representatives, assigns, heirs, and relatives or next of kin, acknowledge, agree, and represent the following:

- Express Assumption of Risk:** I understand that there are inherent hazards in activities such as hiking, rafting, camping, visiting and touring wilderness areas, trail building/maintenance and other like activities. "Inherent hazards" include, but are not limited to, risk of injury, illness, severe or permanent disability, or death; slip-and-fall injuries; drowning; dehydration, fatigue, chills, dizziness, hyperthermia, hypothermia, frostbite; insect, animal or snake bites; animal attacks; acts of nature (such as rock slides, mud slides, avalanches, inclement weather, lightning strikes, severe and varied winds, temperature and other weather conditions); the possible equipment failure due to others or myself; my own negligence and/or the negligence of others including employees, agents, independent contractors or representatives of Tuleyome; and my lack of balance, physical conditioning, and ability to follow instructions<sup>1</sup>. I acknowledge that I am voluntarily participating in the Activity with knowledge of the risks. Therefore, I assume and accept full responsibility for the inherent and other risks (both known and unknown) of the Activity, and for any injury, damage, death or other loss that I suffer, resulting from those risks, and/or resulting from my negligence or other misconduct.
- Waiver of Liability and Claims, and Indemnity Agreement:** In consideration of being permitted to participate in the Activity (including transportation to/from the event/location site), I knowingly, voluntarily and for adequate consideration agree to RELEASE, HOLD HARMLESS and INDEMNIFY Tuleyome and its directors, officers, employees, invitees, agents, representatives and volunteers (collectively called the "Agents") from and against all claims, actions, causes of action, costs, expenses and demands of any nature or kind whatsoever ("Claims") that I, my personal representative, assigns, heirs, relatives or next of kin, or any other person may now or hereafter have or claim to have (known or unknown, seen or unforeseen, directly or indirectly, or within or without the control of Tuleyome and/or the Agents), for or on account of any losses, damages, personal injuries, pain and suffering, death, property damage, or contract claims resulting from, or arising out of, during, or in connection with my participation in the Activity, while traveling to and from the Activity, or during the rendering of emergency medical procedures or treatments, if any, notwithstanding that the same may have been contributed to or occasioned by any act including, without limitation, the negligence of Tuleyome and/or any one or more of its Agents.

<sup>1</sup> The Participant hereby acknowledges that he/she understands that the above descriptions of risks are not complete and that unknown and/or unanticipated risks may result in injury, illness, disability or death.

3. **Insurance.** I acknowledge that Tuleyome does not or may not carry any insurance relative to the Activity or for injuries to me. I represent that I have insurance through my own insurance carrier.
4. **Medical Treatment.** If any emergency medical procedures or treatments are required during the Activity, I consent to the Activity supervisor(s) taking, arranging for, and consenting to the procedures or treatments in the Activity supervisor's discretion. I hereby agree to pay the costs of any such medical procedures or treatments. In addition, I hereby release and discharge Tuleyome and its Agents from any Claims whatsoever that arises or may hereafter arise on account of any first aid treatments or services rendered to me in connection with the Activity or with the decision by the Activity supervisor(s) to exercise the power to consent to emergency medical procedures or treatments.
5. **Right to Sue.** I hereby agree not to sue or file a claim with Tuleyome for any injury to me or damage(s) to property sustained in connection with the Activity, or the rendering of emergency medical procedures or treatments, if any.
6. **Other.** I expressly agree that this "Express Assumption of Risk, Waiver of Liability and Claims, and Indemnity Agreement" is intended to be as broad and inclusive as is permitted by the laws of the State of California and that this agreement shall be governed by and interpreted in accordance with the laws of the State of California. I further agree that, if any portion of this agreement is held to be invalid, the remaining portions shall continue in full legal force and effect. By entering into the agreement, I am not relying on any oral or written representations, statements or inducements made by Tuleyome and/or its Agents, other than what is set forth in this agreement.

**General Photography Release:**

Further, I the undersigned hereby authorize Tuleyome to publish photographs taken of myself and/or my child on the Tuleyome-hosted outing(s), along with our name and likeness, for use in any of Tuleyome's print, online, and video-based marketing materials as well as other Tuleyome publications. I acknowledge that neither I nor my child will receive any form of compensation for Tuleyome's use of our likeness or name in its marketing, educational, or organization materials and/or publications. As the outings take place in public areas, I understand that I and my child have no expectation of privacy, and hereby release and hold harmless Tuleyome from any form of "confidentiality" that may be associated with the use of our name and/or likeness. Furthermore, I hereby release Tuleyome, its contractors, employees, agents, board members, volunteers, and any third parties involved in the creation or publication of Tuleyome-related marketing materials, from liability for any and all claims made by me or any third party in connection with participation in the Tuleyome-hosted outing(s) in which I and/or my child is a participant.

**I have carefully read, fully understand and agree to its contents, and voluntarily sign, this "Express Assumption of Risk, Waiver of Liability and Claims, and Indemnity Agreement." I am participating in the Activity on an entirely voluntary basis, and I understand that by signing this agreement I am willingly giving up specific rights, including my right to sue.**

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[Signature of adult participant]

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[Print Name of adult participant]

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[Date]