

## SIERRA BUTTES TRAIL STEWARDSHIP

### TRAIL CREW RELEASE OF LIABILITY AND WAIVER OF CLAIMS

#### READ CAREFULLY – THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

In consideration for my participation as part of a trail crew (collectively, the “Activity”) organized by, put on by, hosted by, sponsored by, and/or with the assistance of the SIERRA BUTTES TRAIL STEWARDSHIP, a California non-profit corporation, and/or the officers, directors, employees, affiliates, agents, contractors, and other persons associated therewith (collectively, “SBTS”), **I HEREBY VOLUNTARILY AGREE** to the following:

- 1) **I AGREE** to observe and obey all posted rules and warnings which may be present at the location of the Activity or given by SBTS, and follow and abide by any verbal and/or written instructions or directions given by SBTS about the Activity, if any.
- 2) **I UNDERSTAND THAT THE ACTIVITY CAN BE DANGEROUS AND INVOLVES THE RISK OF SERIOUS BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND EVEN DEATH.** I further understand that there are inherent risks associated with the Activity, both known and unknown, including, but not limited to, equipment failure; collisions with natural and manmade objects such as rocks and/or tools; collisions with other participants; encountering steep, rocky, and/or uneven terrain; encountering snakes, bears, insects, and other large and/or poisonous animals; fatigue; exhaustion; sunburn; heatstroke; hypothermia; dehydration; limited access to and/or delay of medical attention; negligence of others; etc.; which may result in mental and/or emotional distress from exposure to any of the foregoing; pulled and/or torn muscles, ligaments, and/or tendons; broken bones; sprains; joint injuries; and/or other injuries and/or losses, including, but not limited to, serious bodily injury or even death. **I expressly assume any and all risk of injury, property damage, and/or death associated with my participation in the Activity, and I understand that SBTS is not responsible for any lost or stolen property.**
- 3) I ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF SBTS. RECOGNIZING THE RISKS AND DANGERS, I UNDERSTAND THE NATURE OF THE ACTIVITY AND I VOLUNTARILY CHOOSE TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.
- 4) I ALSO ACKNOWLEDGE THAT DUE TO THE REMOTE LOCATIONS OF THE ACTIVITY MEDICAL ASSISTANCE WILL NOT LIKELY BE IMMEDIATELY AVAILABLE, AND THAT TRANSPORTATION TO A HOSPITAL OR OTHER MEDICAL FACILITY MAY TAKE MORE THAN A DAY, AND THAT THERE MAY BE DIFFICULTIES AND/OR DELAY WITH COMMUNICATION, TRANSPORTATION, AND/OR MEDICAL CARE.
- 5) **I FULLY RELEASE** SBTS and its subsidiaries, sponsors, promoters, affiliates, agents, officers, directors, employees, contractors, and/or assigns from liability and agree not to sue SBTS for any and all claims and/or causes of action arising from my participation in the Activity, even if said claims and/or causes of action arise from SBTS’s alleged negligence. **I FURTHER AGREE TO RELEASE** SBTS from any and all liability arising out of my use of, or presence at, any facility or property used by SBTS for the Activity, whether caused by the fault of myself, SBTS, or other third parties.
- 6) **I AGREE** that SBTS may take and/or use photographs, videos, audio, and/or likenesses of me and/or my property, for trade, advertising, marketing, promotions, internet use, and/or any other purpose, print, digital or otherwise, without restriction or my approval. I hereby release SBTS from any claim and/or liability relating to SBTS’s right to take, use, alter, and/or composite said photographs, videos, audio, and/or likenesses. **I UNDERSTAND AND AGREE** that I will not receive any compensation, credit, and/or recognition for SBTS’s use of such photographs, videos, audio, and/or likenesses.
- 7) **I AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND** SBTS against all claims, causes of action, damages, judgments, cost and/or expense, including attorney’s fees and other costs, which may in any way arise from my participation in the Activity or my use of, or presence at, any property or facility used by SBTS. **I AGREE** that the venue for any legal or equitable claim that may arise from my participation in the Activity shall be the State of California, County of Nevada, Town of Truckee.
- 8) **I AGREE** that SBTS may call for medical care for me and may transport me to a medical facility or hospital if, in its sole opinion, medical attention is needed. In such an event, **I AGREE** to pay all costs associated with such medical care and/or transportation.
- 9) This Agreement contains the entire agreement between the parties and supersedes any prior written and/or oral agreement. The provisions of this Agreement may only be waived, altered, amended, modified, revoked, or terminated, in whole or in part, in a subsequent written agreement specifically referring to this Agreement and signed by both parties. This Agreement shall stay in full force and effect following the completion of my participation in the Activity, and this Agreement will inure to the benefit of and be binding on the parties and their heirs, personal representatives, assigns, and other successors in interest of each party.

- 10) This Agreement shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of California, except that this Agreement will not be construed in favor of or against either party, but in a manner that is fair to both parties, and without regard to conflicts of law principles.
- 11) If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect, and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 12) By signing this Agreement, I, under penalty of fraud, represent that I am at least 18 years of age, or that I am under 18 years of age and expressly authorize my parent and/or guardian to execute this Agreement on my behalf, and that I am mentally sound and have capacity to enter in this Agreement, and that I enter into this Agreement of my own free will and accord, voluntarily, without coercion, duress, or undue influence from any source.
- 13) Participants under the age of 18 years are required to have a parent or legal guardian read and sign this Agreement.

**I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY AND WAIVER OF CLAIMS AND I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM VOLUNTARILY WAIVING CERTAIN LEGAL RIGHTS:**

**PLEASE COMPLETE THE FOLLOWING INFORMATION (Participant):**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Date of Birth \_\_\_\_\_

E-mail \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Emergency Contact Phone \_\_\_\_\_

Signature of Participant \_\_\_\_\_

Date \_\_\_\_\_

**CONSENT AND RELEASE OF PARENT OR GUARDIAN:**

I verify that I am the parent/guardian of the abovenamed minor participant (under 18 years of age). I have authority to enter into this Agreement on behalf of the minor. I acknowledge and represent that my child is fit for the Activity and I consent to my child's participation. **I HAVE READ AND UNDERSTAND THE RELEASE OF LIABILITY AND WAIVER OF CLAIMS AND I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM VOLUNTARILY WAIVING CERTAIN LEGAL RIGHTS AND WAIVING CERTAIN LEGAL RIGHTS ON BEHALF OF MY CHILD.** In consideration for allowing my child to participate, **I CONSENT TO THE AGREEMENT AND AGREE THAT ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** my heirs, legal representatives, and assignees. I am mentally sound and have capacity to enter in this Agreement, and that I enter into this Agreement of my own free will and accord, voluntarily, without coercion, duress, or undue influence from any source.

Name \_\_\_\_\_

Relationship to Participant \_\_\_\_\_

Phone \_\_\_\_\_

E-mail \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_

Date \_\_\_\_\_