



ACCIDENT AND RELEASE OF LIABILITY WAIVER (ADULT WITH MINORS)  
FOR LAND CONSERVANCY EVENTS

**THE LAND CONSERVANCY OF SAN LUIS OBISPO COUNTY**

NAME(S): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL \_\_\_\_\_

In case of emergency, contact \_\_\_\_\_ PHONE \_\_\_\_\_

Event Name: \_\_\_\_\_ Event Leader/Docent: \_\_\_\_\_

In consideration of being permitted to participate in the Event organized by The Land Conservancy of San Luis Obispo County, a California non-profit corporation ("The Land Conservancy"), the undersigned, on behalf of myself and my minor children, and any of our personal representatives, heirs, executors, next of kin, successors and assigns, hereby agrees to the following:

**RELIANCE.** On behalf of myself and my minor children, I understand that this Accident & Release of Liability Waiver for Land Conservancy Events form will be used and relied upon by The Land Conservancy, governmental entities, the Event holders, Event sponsors, Event directors, Event volunteers, and each of their directors, officers, employees, volunteer representatives, affiliates, and agents (hereinafter collectively referred to as the "Releasees") and that it will govern our actions and responsibilities at said Event.

**SCOPE OF PARTICIPATION.** On behalf of myself and my minor children, I understand that we are agreeing to participate at the Event which may take place at one or more locations owned, operated, managed, maintained and/or used by The Land Conservancy and that my participation activities may include, but are not limited to, the following; walking, hiking, running, climbing, biking, operating, guiding, and navigating upon and through marked and unmarked trails, roads open to vehicular traffic, brush and foliage, stairs, bridges, terrain, rocks and rock formations, gates, fences, and/or other adverse conditions that may be present at the locations where the activities take place ("Participant Activities"). On behalf of myself and my minor children, I also understand and agree that we may encounter, and come into contact with, animals, insects, and other wildlife during our participation at the Event. Our participation at the Event may also include consuming food and liquids available or provided, and spending extended periods of time outdoors in the sun and/or during inclement weather. On behalf of myself and my minor children, I also understand that during the Event, we will come into contact and will be interacting with other Event participants, volunteers, spectators, Event officials, Event monitors, and/or producers of the Event.

**EQUIPMENT.** On behalf of myself and my minor children, I understand that in order to participate at the Event, we may be required to provide our own equipment, including but not limited to the following; footwear appropriate for the given activities, sunscreen, insect repellent, hats, sunglasses, bicycles, canes, helmets, water, and other safety equipment ("the Equipment"). On behalf of myself and my minor children, I agree that I will be responsible for providing for any such Equipment and am responsible for the use, or our failure to use, such Equipment.

**FITNESS TO PARTICIPATE:** On behalf of myself and my minor children, I certify that we are mentally and physically fit, have sufficiently trained for the Participant Activities in the Event, and have not been advised otherwise by a qualified medical person.

**MEDICAL TREATMENT.** On behalf of myself and my minor children, I agree to release and forever discharge the Releasees and co-participants of the Event from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with our participation at the Event.

**ASSUMPTION OF RISK.** On behalf of myself and my minor children, I assume the responsibility of mental and physical fitness of myself and my minor children to participate in the scope of participation described above and any other activity that we may participate in the Participant Activities. On behalf of myself and my minor children, I also assume the responsibility for any damage to our personal property and Equipment during any of our Participant Activities. ON BEHALF OF MYSELF AND MY MINOR CHILDREN, I ACKNOWLEDGE THAT PARTICIPATION IN THE PARTICIPANT ACTIVITIES INVOLVES RISK, BOTH KNOWN AND UNKNOWN, INCLUDING BUT NOT LIMITED TO PHYSICAL INJURY (EVEN DEATH), EMOTIONAL INJURY, DAMAGE TO PERSONAL PROPERTY AND EQUIPMENT, AND OTHER DAMAGE. ON BEHALF OF MYSELF AND MY MINOR CHILDREN, I ACKNOWLEDGE THAT WE ARE VOLUNTARILY ENGAGING IN THE PARTICIPANT ACTIVITIES WITH KNOWLEDGE OF THE RISKS OF INJURY (EVEN DEATH), DAMAGE TO PROPERTY AND EQUIPMENT, AND OTHER DAMAGE, AND ON BEHALF OF MYSELF AND MY MINOR CHILDREN, I ASSUME ANY AND ALL

RISK OF INJURY (EVEN DEATH), DAMAGE TO PERSONAL PROPERTY AND EQUIPMENT, AND OTHER DAMAGE THAT MAY RESULT FROM OUR PARTICIPATION IN THE PARTICIPANT ACTIVITIES.

**INSURANCE.** On behalf of myself and my minor children, I understand that, except as otherwise agreed to in writing, the Releasees are under no obligation to provide, carry, or maintain health, medical, travel, disability, or other insurance coverage for me and that we are expected and encouraged to obtain our own health, medical, disability, or other insurance coverage.

**PHOTO/VIDEO RELEASE.** On behalf of myself and my minor children, in connection with our participating in the Participation Activities, I hereby give permission to any or all of the Releasees to use our photographs and video/audio recordings for official printed publications, outreach events, website, and/or social media platforms without further consideration. On behalf of myself and my minor children, I agree to allow our photos and video/audio recordings to be used for any legitimate purpose by the Releasees and understand that once an image or video/audio is posted on The Land Conservancy website, it can be downloaded by any computer user.

**RELEASE OF LIABILITY.** ON BEHALF OF MYSELF AND MY MINOR CHILDREN, I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE RELEASEES, THEIR OFFICERS, DIRECTORS, TRUSTEES, COMMITTEE MEMBERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS FROM ALL LIABILITY TO US AND OUR PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, SUCCESSORS AND ASSIGNS FOR ANY AND ALL PRESENT OR FUTURE LOSSES, CLAIMS, DEMANDS, DAMAGES OR LIABILITES OF ANY NATURE ARISING FROM OR RELATING TO PARTICIPATION IN THE PARTICIPATION ACTIVITIES BY US, REGARDLESS OF WHETHER CAUSED BY THE CARELESSNESS, NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL ACTS OF RELEASEES.

**INDEMNIFICATION.** On behalf of myself and my minor children, I agree to indemnify, defend, and hold harmless the Releasees from any and all losses, liabilities, damages, expenses (including without limitation attorney's fees and costs), claims, actions, or proceedings of any kind arising from or relating to our participation in the Participation Activities, regardless of whether caused by the carelessness, negligence, gross negligence, or willful act of Releasees.

**APPLICABLE LAW.** On behalf of myself and my minor children, I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of California and agree that if any portion of this Agreement is invalid, the remainder will continue in full legal force and effect. On behalf of myself and my minor children, I also agree that the venue for any dispute arising from the Participation Activities will be in the San Luis Obispo County Superior Court in the County of San Luis Obispo, California.

By signing below, on behalf of myself and my minor children, I am agreeing to all of the terms as stated above. **ON BEHALF OF MYSELF AND MY MINOR CHILDREN, I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS ACCIDENT & RELEASE OF LIABILITY WAIVER BY READING IT BEFORE I SIGNED IT. I REALIZE THAT BY SIGNING THIS DOCUMENT I AM GIVING UP LEGAL RIGHTS TO WHICH MY MINOR CHILDREN AND I MAY BE ENTITLED AND AM ELIMINATING THE LIABILITY OF THE LAND CONSERVANCY AND ANY AND ALL OF THE OTHER RELEASEES.**

<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>18 or OLDER Y/N</b>	<b>DATE</b>
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**LIST MINOR CHILDREN BELOW**

The adult participant identified above, is the parent and/or legal guardian of the minor(s) listed below and does hereby represent that he/she is, in fact, acting in such capacity for purposes of this Accident & Release of Liability Waiver for Land Conservancy Events.

<b>PRINT MINOR'S NAME</b>	<b>PARENT/GUARDIAN SIGNATURE</b>	<b>AGE</b>	<b>DATE</b>
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