



ACCIDENT AND RELEASE OF LIABILITY WAIVER (ADULT)
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, for himself/herself and any personal representatives, heirs, executors, next of kin, successors and assigns, hereby agrees to the following:

RELIANCE. 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 my actions and responsibilities at said Event.

SCOPE OF PARTICIPATION. I understand that I am 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"). I also understand and agree that I may encounter, and come into contact with, animals, insects, and other wildlife during my participation at the Event. My 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. I also understand that during the Event, I 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. I understand that in order to participate at the Event, I may be required to provide my 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"). I agree that I will be responsible for providing for any such Equipment and am responsible for the use, or my failure to use, such Equipment.

FITNESS TO PARTICIPATE: I certify that I am 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. 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 my participation at the Event.

ASSUMPTION OF RISK. I assume the responsibility of mental and physical fitness of myself to participate in the scope of participation described above and any other activity that I may participate in the Participant Activities. I also assume the responsibility for any damage to my personal property and Equipment during any of my Participant Activities. 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. I ACKNOWLEDGE THAT I AM VOLUNTARILY ENGAGING IN THE PARTICIPANT ACTIVITIES WITH KNOWLEDGE OF THE RISKS OF INJURY (EVEN DEATH), DAMAGE TO PROPERTY AND EQUIPMENT, AND OTHER DAMAGE, AND I ASSUME ANY AND ALL RISK OF INJURY (EVEN DEATH), DAMAGE TO PERSONAL PROPERTY AND EQUIPMENT, AND OTHER DAMAGE THAT MAY RESULT FROM PARTICIPATION IN THE PARTICIPANT ACTIVITIES.

INSURANCE. 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 I am expected and encouraged to obtain my own health, medical, disability, or other insurance coverage.

PHOTO/VIDEO RELEASE. In connection with my participating in the Participation Activities, I hereby give permission to any or all of the Releasees to use my photograph and video/audio recording for official printed publications, outreach events, website, and/or social media platforms without further consideration. I agree to allow my photo, video/audio recording to be used for any legitimate purpose by the Releasees and also understand that once my image or video/audio is posted on The Land Conservancy website, it can be downloaded by any computer user.

RELEASE OF LIABILITY. 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 ME AND MY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, SUCCESSORS AND ASSIGNS FOR ANY AND ALL PRESENT OR FUTURE LOSSES, CLAIMS, DEMANDS, DAMAGES OR LIABILITIES OF ANY NATURE ARISING FROM OR RELATING TO PARTICIPATION IN THE PARTICIPATION ACTIVITIES BY ME, REGARDLESS OF WHETHER CAUSED BY THE CARELESSNESS, NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL ACTS OF RELEASEES.

INDEMNIFICATION. 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 my participation in the Participation Activities, regardless of whether caused by the carelessness, negligence, gross negligence, or willful act of Releasees.

APPLICABLE LAW. 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. 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, I am agreeing to all of the terms as stated above. **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 I MAY BE ENTITLED AND AM ELIMINATING THE LIABILITY OF THE LAND CONSERVANCY AND ANY AND ALL OF THE OTHER RELEASEES.**

_____ PRINT NAME	_____ SIGNATURE	_____ 18 or OLDER Y/N	_____ DATE
_____ PRINT NAME	_____ SIGNATURE	_____ 18 or OLDER Y/N	_____ DATE
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