

MANGINI RANCH EDUCATIONAL PRESERVE

Hike Leader and Group Name: _____

Event: _____

Date: _____

Sign-In Sheet & Acknowledgement of Outing Member Responsibility, Express Assumption of Risk, and Release of Liability

I understand that during my participation in this outing on Save Mount Diablo's Mangini Ranch Educational Preserve, which is open free of charge to public groups pursuing educational purposes, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in any outdoor Outing and cannot be eliminated without destroying the unique character of the Outing. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death ("Injuries and Damages") from exposure to the hazards of travel in the outdoors and Save Mount Diablo has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in adventure travel and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on this Outing there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed. I also understand that I may be photographed on this outing, and the photos may be used in a variety of forms or published to promote future events or Save Mount Diablo programs. I release Save Mount Diablo, the photographer and any publishers from any and all liability associated with these photographs and their use.

In consideration for my acceptance as a participant on this Outing, and the services and amenities to be provided by Save Mount Diablo in connection with the Outing, I confirm my understanding that:

- I have read any rules and conditions applicable to the Outing made available to me, including all information on Save Mount Diablo's website about the Mangini Ranch Educational Preserve; and I acknowledge my participation is at the discretion of Save Mount Diablo.
- The Outing officially begins and ends at the Mangini Ranch Educational Preserve and its associated access easements. I am personally responsible for any damage I cause to the Mangini Ranch Educational Preserve, its associated access easements or other nearby lands. I assume all risks associated with travel to, from, and on Save Mount Diablo's Mangini Ranch Educational Preserve.
- If I decide to leave early and not to complete the Outing as planned, I assume all risks inherent in my decision to leave and waive all liability against Save Mount Diablo arising from that decision. I acknowledge that I can only be on the Mangini Ranch Educational Preserve during my group's reserved time per the Save Mount Diablo sign-up. Furthermore, if the leader and group that I am a part of has concluded the Outing on the Mangini Ranch Educational Preserve, I acknowledge that I must leave the property with them. If I stay on the property in contradiction of this rule, I assume all risks and liabilities inherent in my decision and I waive all liability against Save Mount Diablo arising from that decision.
- This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY Save Mount Diablo, its officers, directors, employees, agents, and leaders from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of Save Mount Diablo its officers, directors, employees, agents, and leaders, in any way connected with this Outing. I further agree to HOLD HARMLESS Save Mount Diablo, its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on the outing. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the Outing. If a minor is going on the trip, the minor's guardian must sign on the minor's behalf.

By my signature below, I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Outing on Save Mount Diablo's Mangini Ranch Educational Preserve.

1)

Name Printed

Signature (parent/guardian if participant is <18 yrs. Old)

Emergency Contact & #

2)

Name Printed

Signature (parent/guardian if participant is <18 yrs. Old)

Emergency Contact & #

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