



Save Mount Diablo Event Liability Waiver - Minors

Event Leader:

Event:

Date:

Location:

Acknowledgement of Event Member Responsibility, Express Assumption of Risk, & Release of Liability

In the absence of a Parent or Guardian, I understand that my Child may only attend this Save Mount Diablo (SMD) event if they are accompanied by a Chaperone and that the Chaperone takes on all responsibility for my Child. I understand that during my Child's participation in this event, my Child may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each event and cannot be eliminated without destroying the unique character of the event. 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, which includes to & from the event and SMD 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 and I appreciate that my Chaperone accompanying my Child may have to exercise extra care for their own person, my Child, and for others around them in the face of such hazards. I further understand that on this event there may not be immediate rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which my Child may be exposed. I also understand that my Child may be photographed on this event, and the photos may be used in a variety of forms or published to promote future events or SMD programs. I release SMD, the photographer and any publishers from any and all liability associated with these photographs and their use.

In consideration for my acceptance of my Child as a participant on this event, and the services and amenities to be provided by SMD in connection with the event, I confirm my understanding that:

- I have read any rules and conditions applicable to the event made available to me; I will pay any costs and fees for the event; and I acknowledge my Child's participation is at the discretion of the leader.
- The event officially begins and ends at the location(s) designated by SMD. The event does not include carpooling, transportation, or transit to and from the event, and I am personally responsible for all risks associated with this travel. This does not apply to transportation provided by the SMD during the event.
- If my Child and the assigned Chaperone decide to leave early and not complete the event as planned, I assume all risks inherent in my Child's & assigned Chaperone's decision to leave and waive all liability against SMD arising from that decision. Likewise, if the leader has concluded the event, and my Child and the assigned Chaperone decide to go forward without the leader, I assume all risks inherent in my Child and the assigned Chaperone's decision to go forward and waive all liability against SMD 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 SMD its officers, directors, employees, agents, and leaders, in any way connected with this event. I further agree to HOLD HARMLESS the SMD, its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on the event. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns.

- 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 allow my Child to participate in this event under the responsibility of the assigned Chaperone.

Print Child's Name Age at time of Event

Mailing Address

Telephone

Emergency Contact Emergency Contact's Telephone

Assigned Chaperone Telephone

Print Guardian's Name Guardian's Signature Date



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