

Golden Gate Top of the Hill Gang (GGTOTHG)

SPORT AND GENERAL ACTIVITIES WAIVER FOR MEMBERS and GUESTS of the GGTOTHG

PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

Please read and be certain you understand the implications of signing.
Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with ANY trip and/or event to which I am attending and related event, venues and/or activities, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized can be significant.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I agree that I will wear approved protective gear as decreed by the governing body of the sport I am participating in.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather or other obstacles.
5. Dangers associated with exposure to natural elements, inclement weather and made-made and/or natural features and conditions.
6. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles and cyclists.

I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activities and related activities, I hereby agree and acknowledge that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH**, or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE**, the following named persons or entities, herein referred to as releasees: Golden Gate Top of the Hill Gang (GGTOTHG) its Board of Directors and Trip Leaders.
2. I release the releasees, their officers, directors, employees, representatives, agents and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I or my estate, heirs, survivors, executors or assigns may have for personal injury, property damage or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document via my signature below, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I THE UNDERSIGNED, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Printed Name: _____

Signature: _____ Date: _____

Please Sign and Mail to the Membership Chair: Lynn Ayers
5915 Encino Avenue
Atascadero, CA 93422

