

LIABILITY WAIVER

AGREEMENT TO ASSUME PERSONAL RESPONSIBILITY FOR ALL RISKS, WAIVE ALL CLAIMS, AND INDEMNIFY AGAINST THIRD PARTY CLAIMS.

1. GENERAL. The undersigned ("Participant") wishes to use U.C. Hiking Club ("Club") Member's equipment and/or participate in the activity mentioned ("Activity"). The Club, and all of its current and former members, officers, and agents wishes to be free from any liability they might otherwise bear for personal injury, property damage, wrongful death, or any other claim arising out of Participant's use of equipment and/or participation in the Activity. In return for being permitted to use equipment and/or to participate in the Activity, Participant agrees to eliminate all such liability. The following provisions shall be interpreted so as to eliminate liability to the fullest extent permitted by California law, without rendering this document invalid.

2. DISCLAIMER. I understand that this Activity is not a U.C. Hiking Club activity and is neither endorsed nor sponsored by the Regents of the University of California, the Associated Students of the University of California (A.S.U.C), the Student Activities Board, or Cal Adventures. I also understand that Club Members participating in this Activity are acting on their own accord, not on the behalf of the Club and that they may not have training in leading trips, giving instruction, making rescues, giving first aid, or other matters affecting safety.

3 .ASSUMPTION OF RISKS. Use of equipment and/or participation in this Activity involves many risks including but not limited to such risks as: (a) risks inherent in going on trips, (b) risks inherent in outdoor activities, c) risks inherent in being exposed to danger in a remote location with no access to medical services, (d) risks that equipment may be damaged, defective, or inadequate for a particular use, (e) risks that the Activity may be conducted without adequate care for safety, (f) risks that negligence, recklessness, or foolishness by Club Members may cause damage, injury, or death (g) risks that I may decide to use equipment or participate in this Activity based on inaccurate or inadequate information from Club Members about equipment, natural conditions, or other factors affecting safety, and (h) many other risks, some of which I may not even be aware of. I agree to assume all risks which are related in any way to my use of equipment and/or participation in the Activity. I agree, on behalf of myself and on behalf of all who may claim through me, to assume all risk, whether known or unknown, of damage, personal injury, emotional distress, loss of consortium, wrongful death, and any and all other injury, caused by negligent, reckless, or other wrongful conduct by Club Members. I understand that these provisions are specifically intended to bar claims not only by me, but also by third parties or others who might otherwise have such claims.

4. PERSONAL RESPONSIBILITY TO VERIFY INFORMATION. I agree not to rely upon any information or opinion given by any Club Member concerning use of equipment or participation in this Activity. Instead, I agree to be personally responsible for verifying the accuracy and adequacy of any information or opinions concerning these issues, including all information bearing on natural conditions, equipment adequacy, and safety.

5. WAIVER OF ALL CLAIMS. I agree on behalf of myself and all people claiming through me, to waive, and release all Club Members, the U.C. Hiking Club, the Regents of the University of California, and the Associated Students of the University of California, from, all claims which are related in any way to my use of equipment and/or participation in the Activity. Specifically, but without limitation, I agree to waive, and release Club Members, the U.C. Hiking Club, the Regents of the University of California, and the Associated Students of the University of California from, all potential claims of damage, personal injury, emotional distress, loss of consortium, or other injury caused by negligent, reckless, wrongful conduct of Club Members.

6. INDEMNITY. In the event any person or entity makes a claim against a Club Member, the U.C. Hiking Club, the Regents of the University of California or the Associated Students of the University of California arising out of damage, personal injury, or wrongful death suffered by me, I agree to indemnify the Club Member, the U.C. Hiking Club, the Regents of the University of California and the Associated Students of the University of California against the claim.

7. OTHER PERSONS. I agree never to allow another person to use any Club Members' equipment or to participate in the Activity unless I have verified that the other person has first signed a copy of this form.

8. CALIFORNIA LAW. I agree that California law shall govern the interpretation and enforcement of this agreement.

9. MAJORITY AND EFFECTIVE DATE. I confirm that I am at least 18 years old and that I understand that this agreement shall take effect immediately when I sign it, and shall continue in effect forever. I also understand that it shall apply to all use of Club Members' equipment at any time and to all participation in this Activity, no matter when or where it/they occur.

I acknowledge that I have read this waiver carefully, and I am satisfied that I understand the legal consequences of signing this waiver. I am not relying upon any statement of a Club Member concerning the legal consequences of signing this document.

IFYOUSIGNTHISPAPER, YOUWILLWAIVEIMPORTANTLEGALRIGHTS. PLEASEDONOTSIGNIT UNLESSYOUARESATISFIEDTHATYOUUNDERSTANDITANDAREWILLINGTOBEBOUNDTOIT.

Activity: _____

(Printed Name of Participant)

Dated: _____

(Signature of Participant)