



ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Event: _____ (the "Event")

Participant's Name (Please print): _____ (the "Participant")

Participant's Age: _____

In consideration for permitting Participant to participate in the Event as directed by the relevant staff, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

Assumption of Risk: The undersigned hereby acknowledge and agree that they understand the nature of the Event; that Participant is qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with the Event; and that, except as expressly set forth herein, they, knowingly and voluntarily, accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during, Participant's participation in the Event.

The undersigned further agrees that Participant is participating in the Event at their own risk, and acknowledge that no warranty or representation, expressed or implied, regarding the safety of conducting the Event, has been made.

Release and Waiver: The undersigned hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the Mountains Recreation and Conservation Authority (the "MRCA"), the National Audubon Society, Inc. ("Audubon") or any of their officers, directors, employees, agents, licensees, successors and assigns, (collectively, the "Releasees"), from and for any and all claims, demands, actions and causes of action whatsoever for (i) libel, defamation, invasion of privacy or right of publicity arising from Releasees use of Participant's appearance, name, likeness, voice and biographical information, including but not limited to, the distribution, reproduction or broadcast of the photographs (or any part thereof) or (ii) any loss, damage or injury to person or to property suffered or incurred by Participant in connection with the Event or any aspect of it, including, but not limited to, any transportation arranged by, paid for, or provided by Releasees, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

The undersigned expressly waives all rights under Section 1542 of the Civil Code of California, which reads as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Indemnification and Hold Harmless: The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in the Event, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

Permission to Use Likeness/Name: The undersigned further agree to allow, without compensation, Participant's likeness and/or name to appear, and to otherwise be used, in material, regardless of media form, promoting the MRCA, Audubon, or their events and activities, including those of its representatives and licensees.

Severability: The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: The undersigned have read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

Signature of Participant	Date
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Signature of Parent/Guardian of Minor (if Participant is under the age of 18)	Date
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Signature of Parent/Guardian of Minor (if Participant is under the age of 18)	Date
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