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## **Release of Liability, Assumption of Risk, and Indemnification Agreement**

### ***Veterans PATH***

1. **ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate in the following activity:

#### ***5 day Tuolumne River Whitewater Rafting Trip July 26-30, 2021***

(hereinafter referred to as "the Activity", which is organized by Veteran's PATH(hereinafter referred to as "VP"). I understand that:

- The Activity is inherently dangerous my participation in this event with Veteran's PATH entails certain risks including, but not limited to, physical injury, illness and/or emotional distress. (Depending on the nature of the activity) I may be exposed to dangers and hazards including some of the following: viral or bacterial infection(Including Covid-19, or any other strain of virus or species of bacterium or fungus), falls, falling rocks, fractures, concussions, dangerous weather, overexertion, overheating, injuries from lack of fitness or conditioning, unpredictable ocean or river currents, hypothermia, avalanches, wildfire, hostile or aggressive wildlife, drowning, death, equipment failures, and negligence of others;
- as a consequence of these risks, I may be seriously infected, hurt, disabled or may die from the resulting injuries and my property may also be damaged, lost or stolen;
- hospital facilities, qualified medical care, and emergency personnel may be limited or unavailable during portions of the Activity; and
- VP assumes no responsibility for providing medical care during the Activity, and I will have to pay for any medical care and/ or any evacuation that I incur.

In consideration of the permission to participate in this Activity, I agree to the terms contained in this document.

2. **ASSUMPTION OF THE RISKS:** I hereby freely assume the above mentioned risks as well as other risks not listed that are part of this activity, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during transportation to or from the Activity- Including any injury or loss caused by the negligence of VP, it's Veteran Leaders, facilitators, agents and officers, it's contractors, subcontractors, rafting companies, guides and raft company employees, and any other Activity participants. I also understand that any equipment I borrow or rent from VP or any other provider I use at my own risk and that

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- any such equipment is provided without warranty about its condition or suitability.
3. **RELEASE OF LIABILITY:** I hereby **RELEASE VP**, its employees, Veteran Leaders, facilitators, agents, officers, and contractors, the providers of any equipment used in the Activity, local, state and federal agencies, land owners, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties”) **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me** or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release shall be binding on my heirs, estate and assigns. This RELEASE does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement. I also agree **NOT TO SUE** or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity or are related in any way to the Activity.
  4. **INDEMNIFICATION HOLD HARMLESS AND DEFENSE:** I promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to **INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney’s fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.
  5. **AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for the Activity provided to me and to follow directions given to me by the leaders of the Activity.
  6. **INDEPENDENT CONTRACTORS:** I acknowledge that VP has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

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7. **USE OF MY LIKENESS:** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to VP and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.
8. **SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by California law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.
9. **APPLICABLE LAW, FORUM & ATTORNEY'S FEES:** This agreement is governed by and shall be construed in accordance with the laws of the state of California, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in a state or federal court located in Marin County, California, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the non-prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Date of birth: \_\_\_\_\_