

HAYWARD HIKING CLUB ACTIVITIES

Acknowledgment of Member Responsibility, Express Assumption of Risk, and Release of Liability

I understand that during my participation in this Hayward Hiking Club Activity, I may be exposed to a variety of hazards and risks, foreseen or unforeseen which are inherent in each Activity and cannot be eliminated without destroying the unique character of the Activity. 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 and the Hayward Hiking Club 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 in adventure travel such as Hayward Hiking Club Activities and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on this Activity there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

In consideration for my acceptance as a participant on this Activity, and the services and amenities to be provided by the Hayward Hiking Club in connection with the Activity, I confirm my understanding that:

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

Name (Print): _____

Signed: _____ Date: _____

Address: _____

Phone: _____ Mobile: _____ Email: _____

If you are a minor (under age 18), your parent or legal guardian must sign this Agreement on your behalf.

I hereby agree and consent to the foregoing Agreement on behalf of the minor named below.

Name of Minor (Print): _____ Age of Minor: _____

Signature of Parent or Guardian: _____