

# APIQWTC Hendy Woods Camping Trip

Friday, May 17, 2013 – Sunday May 19, 2013

## APIQWTC-LED ACTIVITIES LIABILITY WAIVER

### ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AGREEMENT

**PLEASE READ THIS ENTIRE DOCUMENT** (hereafter 'Document') **CAREFULLY BEFORE SIGNING.** All participants must sign this Document. For participants under 18 yrs. of age (hereafter sometimes minor or child), parent/s or legal guardian/s (hereafter collectively parent/s) must also sign. In consideration of the services of APIQWTC, including all officers, directors, employees, representatives, agents, independent contractors, volunteers (including leaders and co-leaders), members and all other persons or entities associated with it (collectively referred to in this Document as 'APIQWTC'), I (participant and parent/s of a minor participant) acknowledge and agree as follows: **APIQWTC volunteer-led educational and/or adventure activities** may include, but are not limited to hiking, backpacking, camping, biking, skiing, maintenance of trails and facilities, mountaineering, rock climbing, canoeing, kayaking, use of facilities and transportation or travel to and from activities (referred to in this Document as 'activities' or 'these activities'). **The leaders of these activities are volunteers. They are not paid professional guides or leaders. In all activities, all participants share in the responsibility for their own safety and the safety of the group.** Participants (and parents of minors) take responsibility for having appropriate skills, physical conditioning, equipment and supplies for these activities. **These activities include inherent and other risks, hazards and dangers** (referred to in this Document as risks) **that can cause or lead to injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others.** Some, but not all of these risks include: hazardous and unpredictable ground, water or weather conditions; misjudgments made by leaders, co-leaders, participants or others; travel in remote areas that can cause potential delays or difficulties with transportation, evacuation and medical care; equipment that can fail or malfunction; the potential that the participant or others (e.g. co-participant, driver, medical and rescue personnel) may act carelessly or recklessly. I understand that APIQWTC cannot assure participant's safety or eliminate any of these risks. **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of minors) assume and accept full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by participant, resulting from those risks, and/or resulting from participants negligence or other misconduct. I (adult participant, and/or Parent/s for themselves and for and on behalf of their participating minor child) agree to release and not to sue APIQWTC (as APIQWTC is defined above) in regard to any and all claims, liabilities, suits, or expenses (including reasonable costs and attorneys fees) (hereafter collectively claim or 'claim/s'), including claim/s resulting from APIQWTC's negligence (but not its gross negligence or intentional or reckless misconduct), for any injury, damage, death or other loss to me or my child, in any way connected with my or my child's enrollment or participation in these activities, or my use of APIQWTC equipment, facilities or premises. I understand I agree here to waive all claim/s I or my child may have against APIQWTC, and agree that neither I, my child, or anyone acting on my or my child's behalf, will make a claim against APIQWTC. I (participant and parent/s of a minor participant) agree that the substantive laws of California govern this Document and all other aspects of my relationship with APIQWTC, and that any mediation, suit, or other proceeding must be filed or entered into only in California. This Document is intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect. PARTICIPANT AND PARENT/S OF A MINOR PARTICIPANT AGREE: I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE. Parent/s must sign below, both in their capacity as a participant, and as Parent/s of any minor child identified below.**

Participant Name \_\_\_\_\_ Birth date \_\_\_\_\_  Check if under 18

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Guardians/Parents if Minor)