

Lincoln Hills Hikers and Walkers Guest Release and Waiver Form

Name: _____

Hiking and Walking are activities which can entail unavoidable risks and dangers that every participant assumes and must both be aware of and respect. Each participant takes full responsibility for his or her own safety.

The undersigned (on my own behalf and on behalf of my heirs, personal representatives, successors and assigns), for and of consideration of the opportunity to participate in hiking or walking "Activity" (hereinafter EVENT(S) sponsored and/conducted by the Lincoln Hills Hikers and Walkers Group and its respective officers, directors, volunteers, and agents including the Lincoln Hills Community Association (hereinafter, the "RELEASED PARTIES") releases and holds harmless the "RELEASED PARTIES" from any and all claims, all demands, rights and causes of action of any kind whatsoever which I now have or later may have against the "RELEASED PARTIES" in any way resulting from, arising out of, or in connection with the performance of their club duties and my participation in any said EVENT(S).

This Release extends to any and all claims I have or later may have against the "RELEASED PARTIES" resulting from or arising out of their performance of their club duties whether or not such claims result from negligence (except willful neglect) on the part of any or all of the "RELEASED PARTIES" with respect to time EVENT(S) or with respect to the conditions, qualifications, instructions, rules or procedures under which the EVENT(S) are conducted or from any other cause. I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE "RELEASED PARTIES" FOR ANY INJURY RESULTING TO MYSELF OR MY PROPERTY ARISING FROM OR IN CONNECTION WITH THE PERFORMANCE OF THEIR CLUB DUTIES IN SPONSORING, PLANNING OR CONDUCTING THE EVENTS.

I am voluntarily participating in the EVENT(S), and I expressly agree to assume the entire risk of any accidents or personal injury, including death, which I might sustain to my person and/or property because of my participation in the events, and any negligence (except willful neglect) on the part of all the "RELEASED PARTIES" in performing their club duties.

WAIVER OF RIGHTS UNDER STATE STATUTES

I further agree to waive all benefits flowing from any state statute which would negate or limit the scope of this release and Indemnification Agreement, including, but not limited to Section 1542 of the California Civil Code which provides— "A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known to him must have materially affected his settlement with the debtor."

By signing this Release, I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the "RELEASED PARTIES."

**THIS FORM MUST BE SIGNED AND RETURNED TO EVENT LEADER BEFORE PARTICIPATING.
THIS IS A RELEASE – READ BEFORE SIGNING.**

Signature _____ Date _____