

WAIVER AND RELEASE OF LIABILITY

I, _____, understand that during my participation in these AAUW Tahoe/Nevada Outings, I may be exposed to a variety of hazards and risks, foreseen and unforeseen, which are inherent in each Outing and cannot be eliminated without destroying the unique character of the Outing. These inherent risks include, but are not limited to, the dangers of serious personal injury, bodily injury, mental distress, property damage, and death (“Injuries and Damages”) from exposure to the hazards of travel and the AAUW Tahoe/Nevada Branch has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in walking, hiking, biking, cross country skiing, snowshoeing, kayaking, mountaineering and traveling in mountainous terrain, such as AAUW Tahoe/Nevada Branch Outings, 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 these Outings there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed. I, the undersigned, hereby agree to participate in the foregoing AAUW Tahoe/Nevada Branch Outings.

In consideration for my acceptance as a participant on AAUW Tahoe/Nevada Branch Outings, and the services to be provided by the AAUW Tahoe/Nevada Branch in connection with such Outings, I confirm my understanding that:

- I am aware that walking, hiking, biking, cross country skiing, snowshoeing, kayaking, mountaineering and traveling in mountainous terrain are hazardous activities.
- I am voluntarily participating in these activities with knowledge of the danger involved, and hereby agree to accept any and all risks of injury, including but not limited to bodily injury, mental distress, or death.

- I affirm that I am in good health and am physically able to participate in these activities or, if I have medical problems, I have consulted with a/my physician about my ability to safely participate in such activities.
- I have read any rules and conditions applicable to these Outings, and I acknowledge that my participation is at the discretion of the leader.
- The Outings officially begin and end at the location(s) designated by the AAUW Tahoe/Nevada Branch. The Outings may include carpooling, transportation or transit to and from the Outing, and I am personally responsible for all risks associated with this travel.
- If I decide to leave early and/or not to complete an Outing as planned, I assume all risks inherent in my decision to leave, and waive all liability against AAUW Tahoe/Nevada Branch arising from that decision.
- The undersigned grants permission to any licensed physician and/or medical facility for emergency medical care to said participant(s) and consents to such treatment.
- I am aware that this Waiver and Release of Liability is a contract between me and AAUW Tahoe/Nevada Branch, and sign it of my own free will.
- This agreement is intended to be as broad and inclusive as 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** AAUW Tahoe/Nevada Branch, its officers, board members, leaders, other AAUW members and non-member participants from **any and all liability** on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of AAUW Tahoe/Nevada Branch, its officers, board members, leaders, other AAUW members and non-member participants, in any way connected with these Outings. I further agree to **HOLD HARMLESS** the AAUW Tahoe/Nevada Branch, its officers, board members, leaders, other AAUW members and non-member participants from any claims, damages, injuries or losses caused by my own negligence while a

participant on an Outing. 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 an Outing. Should AAUW Tahoe/Nevada Branch or anyone acting on its behalf be required to incur attorneys' fees and costs to enforce this agreement, I agree to hold them harmless from all such fees and costs.

- This agreement shall be interpreted and governed by the laws of the State of Nevada and the State of California.
- I have read this Waiver and Release of Liability in its entirety and fully understand it and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in these Outings.
- I know and understand that this Waiver and Release of Liability extends from the period of July 1, 2020 to June 30, 2021. If at any time I change my mind and no longer agree to the terms and conditions of this Waiver and Release of Liability, I will no longer participate in the AAUW Tahoe/Nevada Branch Outings and, further, will revoke the Waiver and Release of Liability in writing and will send my revocation to AAUW Tahoe/Nevada Branch, P.O. Box 5465, Incline Village NV 89450.

Name: _____

Signature: _____

Date: _____

Address: _____

Email Address: _____