

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

Santa Cruz District Interpretive Backpacking Tours

Release from Liability, Express Assumption of Risk and Indemnity Agreement

This document affects your legal rights. You must read and understand it before initialing or signing.

Date of activity: _____ Type/location of activity: _____

Name of participant _____ Address: _____

Name of parent or legal guardian if participant is a minor: _____

Permission to participate (this section should be initialed if participant is a minor under 18)

I hereby declare that I am the parent or legal guardian of the above-named participant, and that I give him/her permission to participate in the recreational activity described above. I also declare that I am signing this Release from Liability, Express Assumption of Risk and Indemnity Agreement on behalf of myself and my child. _____ (Initial)
(Participating parents should sign a separate release of liability agreement to cover themselves)

Express Assumption of the Risks, Release from Liability and Indemnity

I (includes my child, if participant is a minor) understand and acknowledge that in participating in the above named activity, I will be participating voluntarily in a hazardous recreational activity that inherently bears known and unknown risks of personal injury, illness, death, and property damage or loss, for the participant as well as others, including, but not limited to: (a) accidental injury or death from the activity itself; (b) contact with plants and animals; (c) adverse weather and trail conditions; (d) risks associated with backcountry hiking, such as falling, getting lost, absence of prompt medical attention, inadequately marked trails, impure water; and (e) the negligent or careless acts or omissions of the State of California (hereafter referred to as the "State"), its officers, employees, servants or agents.

My participation in the above activity is voluntary, based on an independent assessment of the risks and without reliance on any representations or advice by employees or representatives of the State or any other person. Therefore, I hereby expressly agree to assume all risk of injury, death, or property damage or loss, that I might suffer as a result of or in connection with my participation in the above-named activity, even if it occurs as a result of the negligence of the State, its officers, employees, servants or agents, or defects in equipment used in the activity.

In consideration for being accepted to be a participant in the above-named activity, I do hereby waive, release and discharge any and all claims, demands, costs, loss, damages, liability, and legal actions for personal injury, wrongful death and property damage or loss, against the State, its officers, employees, servants and agents, arising in connection with my participation in the program of which the activity is a part, including, but not limited to, related activities such as rescue actions taken in the event of an accident or emergency. **I expressly agree that this waiver, release and discharge of liability applies even if the State, its officers, employees, servants or agents are negligent.**

I also agree to hold harmless, protect, defend and indemnify the State, its officers, employees, servants and agents, from and against all claims, demands, costs, loss, damage, liability and legal actions, including those of third parties, for personal injury, death or property damage arising from my conduct, negligent or otherwise, while participating in the above-named activity. **These obligations and indemnification shall apply even if the State, its officers, employees, servants or agents are negligent.**

I understand that by initialing and/or signing this document, I am giving up important legal rights and possible claims that I might otherwise assert or make against the State, its officers, employees, servants and agents. I also understand that by signing this document, I assume responsibility and legal liability for claims or other legal actions that may be asserted against me and/or the State, its officers, employees, servants or agents as a result of my conduct, negligent or otherwise, in connection with participation in the activity.

I understand that the activity in which I wish to participate requires certain minimum physical and mental capabilities, and may involve strenuous and hazardous activities. I warrant that I have no known physical or mental condition that would prevent me from safely participating in the above-named activity without any restrictions.

I hereby execute this agreement on behalf of myself (and my child, if the participant is a minor). I declare that I am executing this agreement voluntarily, and that the State made no representations to induce or coerce me to sign this document. I agree that the terms of this document are binding on me (and my child), my heirs, legal representatives and assigns (and the heirs, legal representatives and assigns of my child).

Signature of participant (or parent if participant is a minor): _____ Date: _____

Person to contact in case of emergency: _____ Phone: _____