



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

I understand that during my participation in this Sierra Club Outing, I may be exposed to a variety of hazards and risks, foreseen or 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, property damage, and death ("Injuries and Damages") from exposure to the hazards of travel and the Sierra 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 Sierra Club 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 this Outing 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 Outing, and the services and amenities to be provided by the Sierra Club in connection with the Outing, I confirm my understanding that:

- I have read any rules and conditions applicable to the Outing made available to me; I will pay any costs and fees for the Outing; and I acknowledge my participation is at the discretion of the leader.
- The Outing officially begins and ends at the location(s) designated by the Sierra Club. The Outing does not include carpooling, transportation, or transit to and from the Outing, and I am personally responsible for all risks associated with this travel. This does not apply to transportation provided by the Sierra Club during the Outing.
- If I decide to leave early and not to complete the Outing as planned, I assume all risks inherent in my decision to leave and waive all liability against the Sierra Club arising from that decision. Likewise, if the leader has concluded the Outing, 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 Sierra 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 Sierra Club, its officers, directors, employees, agents, 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 Sierra Club its officers, directors, employees, agents, and leaders, in any way connected with this Outing. I further agree to **HOLD HARMLESS** the Sierra Club, its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on the 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 the Outing.
- 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 Outing.
- I have read, I understand, and I agree to the enclosed Sierra Club Outings Reservation and Cancellation Policy.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Outing Name: \_\_\_\_\_

Outing Date (s): \_\_\_\_\_

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 below.

Name and Age of Minor: \_\_\_\_\_

(Please Print)

(Age)

Signature of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Please complete this form and return it to your trip leader