

ACTIVITIES ON FEDERAL LANDS. Certain federal land agencies may have rules prohibiting service providers from seeking certain agreements (for example, releases of liability for the provider's negligence when operating under permit on federal lands). To the extent that a court or arbitrator determines that an applicable rule prevents participants from agreeing to any clause below, that clause shall not be enforced.



ACKNOWLEDGMENT, ASSUMPTION OF RISKS, RELEASE & INDEMNITY, AND BINDING ARBITRATION AGREEMENT

For All Participants (and Parents or Legal Guardians of Minor Participants) in Sierra Club Activities

IMPORTANT: PLEASE READ THE ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING. IT AFFECTS YOUR LEGAL RIGHTS AND RESPONSIBILITIES.

All participants 18 and older must sign, including Sierra Club members, non-members, and each participating member of a family. For participants under 18, the document must be signed by a parent or guardian who is legally authorized to sign on the minor's behalf. In this document, participants under 18 are sometimes referred to as "minor" or "child," and the child's legally-authorized parent or guardian is referred to as the "parent." "Sierra Club" means Sierra Club (a California non-profit corporation), its chapters, affiliates, officers, directors, employees, volunteers, leaders, and/or medical advisors. A "program" is any Sierra Club educational, instructional, adventure, recreation, or other outing, trip, event, program, or the like.

In consideration of the participant being allowed to engage in Sierra Club activities, I acknowledge and agree as follows. If I am the parent of a participating child, I am making this agreement for myself and on behalf of my child:

- 1 ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:** Participating in (including merely attending or observing) any Sierra Club program includes risks. It is impossible to list the variety of activities that a participant may engage in, or all of the risks associated with those activities. The following is simply a sampling.

ACTIVITIES. Some, but not all, of the activities in which participants may engage include:

Aerial/canopy tours (e.g., zip lines, hot air balloons)	challenge course or structure)	Winter-based activities (e.g., skiing, skating, sledding, snowshoeing)	may be provided by Sierra Club, contractors, or others.
Backpacking	Rustic living	Wildlife viewing	<u>Travel:</u> Participants may travel in a variety of ways (e.g., airplanes, vans, buses, taxis, cars, or other vehicles; chairlifts, boats, bikes, on foot; or by riding horses or other animals.) Participants may travel or carpool in vehicles not owned, evaluated, or controlled in any way by Sierra Club.
Biking	Safaris	<u>Personnel:</u> Activities may be provided, assisted, or led by various types of people (e.g., employees, volunteers, contractors) who may not be under Sierra Club's influence or control.	
Boating (e.g., kayaking, canoeing, rafting, sailing)	Service	<u>Settings:</u> Activities occur in many settings (e.g., indoor, outdoor; in urban, suburban, rural, remote, or wilderness areas; in the U.S. and abroad); and at a variety of facilities or premises (e.g., lodges, huts, or other accommodations that may or may not be owned or controlled by Sierra Club).	<u>Free time/Supervision:</u> Participants (including minors) may have free, unscheduled, or unsupervised time (e.g., before, during, or after activities; while traveling to or from a program; alone or with other participants, leaders, volunteers, or others).
Bouldering	Sightseeing		
Campaigning	Skills training (e.g., wilderness skills, first aid, rescue)		
Camping	Sports, athletics, and games		
Challenge courses	Strenuous activities (e.g., sustained walking, hiking, running, carrying, lifting, climbing, digging, scrubbing, building, chopping wood, shoveling snow)		
Climbing (e.g., scrambling, lead-climbing, top-roping, sport-climbing, via feratta)	Using flammable or toxic substances (e.g., gas for stoves or lanterns; solvents or other chemicals used in cleaning or other activities)		
Chores (e.g., cooking, cleaning)	Using hand or power tools, or any equipment or gear		
Education	Volunteering		
Hiking and walking	Water-based activities (e.g., swimming, wading, diving, crossing rivers, surfing, snorkeling, SCUBA diving)		
Leadership			
Mountaineering			
Portage (e.g., carrying boats, rafts, or cargo over land)			
Rallies and parades			
Research			
Rock, ice, or alpine activities			
Ropes (e.g., rappelling or belaying, on natural or artificial surfaces, with or without a			

INHERENT RISKS. Some, but not all, of the inherent risks participants may face include:

- Weather: Participants may be subject to storms, including rain, lightning, snow or ice; mist or fog; extremely humid or dry air; extreme heat or cold; and rapid, extreme, or unpredictable weather changes.
- Terrain: Participants may be exposed to high altitudes; mountainous, wilderness, glacial, or desert terrain; steep slopes; uneven, slippery, muddy, rocky, icy, snowy, or otherwise difficult terrain; flash floods, rock- or mud-slides, avalanches; collapsing snow, earth, or other structures; falling rocks, trees, branches, or other objects; routes or pathways obstructed by fallen trees or otherwise; difficult river crossings; and other natural or man-made hazards (both on land and above and below water level), which may not be marked or visible. Activities may take participants off marked trails or known routes into land or waters with which leaders are unfamiliar.

- Water: Any program may bring participants in contact with bodies of water. Activities involving water pose risks such as slipping on wet surfaces; falling, jumping, or diving into the water; hitting submerged objects or the bottom of a river, pool, or other water body; being swept into or carried away by the water; experiencing a boat capsize or collision; confronting rapids, fast-moving water, waterfalls, holes, and reversals; submerged or above-water obstacles (e.g., boulders, trees, or fences); rough seas, challenging tides, strong currents, waves, reefs or whitewater; very cold or deep water; getting caught or entangled in objects above or below water; or encounters with dangerous marine life, rocks, coral, or caves. Water may be contaminated. SCUBA diving includes additional risks (e.g., breathing at high pressures, extreme pressure changes, loss of buoyancy control, inadequate or contaminated air or oxygen).
- Orientation: Participants, or their group, could become lost, disoriented, or separated.
- Climbing: Climbers may slip or trip and fall partway or all the way to the ground; lose a grip; be hit by rock, ice, debris, objects, or people falling from above; or confront loose or damaged climbing holds.
- Ropes: Participants could experience burns, pinches, jolts, or entanglement; hit a rock face, grip, climbing tower, cable, object, or person; or develop excessive speed while descending.
- Plants and animals: Participants may be exposed to stinging, sharp, venomous, or disease-carrying land and water animals, insects or microorganisms; poisonous plants; or close and unpredictable contact with wild or domestic animals. Both wild and domestic animals may behave in sudden or unexpected ways such as biting, kicking, bucking, running, or stepping on or running into participants or things.
- Tools, safety gear, and equipment: Tools, safety gear, and other equipment (e.g., participant's own equipment; Sierra Club equipment; or purchased, borrowed, or rented equipment) may break, fail, or malfunction. Participants assume full responsibility for the selection, fit, and condition of their equipment. Sierra Club or its contractors may recommend or require safety gear for some activities. Safety gear may prevent or lessen injuries in some instances, but does not guarantee safety or prevent all injuries.
- Transportation: Planes, trains, cars, buses, canoes, kayaks, rafts, bikes, sleds, skis, and the like may swerve, flip, capsize, or crash. Road, water, or air conditions may be dangerous. Transportation may fail, or may not arrive or depart on time.
- Food and drink: Food and drinks provided by Sierra Club, vendors, contractors, restaurants, or others run the risk of contamination or allergic reaction. Items to which a participant is allergic may not be identified. Water in streams or other bodies, or improperly treated tap water, may be contaminated (e.g., with bacteria, parasites, chemicals, or viruses). Alcoholic beverages may be present in some settings.
- Premises: Premises managed by Sierra Club or others may have any number of defects (e.g., slippery walkways; uneven floors or ground, or defective flooring; missing or inadequate railings; improperly built or marked steps or stairways; defective electric or power systems; hot surfaces or scalding water; open or broken windows; vermin; missing or defective smoke or other detectors or fire extinguishers; or improperly stored poisonous or flammable materials).
- Judgment: Sierra Club, the participant, and others, must make judgments and decisions in a variety of environments, based on a variety of perceptions and evaluations. Sierra Club, the participant, or others may err in judgment, or make poor decisions (e.g., they may misjudge the capabilities, health, or physical or mental condition of the participant or others; or misjudge or make poor decisions regarding some aspect of preparation, travel, instruction, medical condition or treatment, weather, environment, terrain, water conditions or water level, natural hazards, travel routes, location, or direction).
- Carelessness or misconduct: Sierra Club may be careless in any aspect of the activities. Participant or third parties (e.g., other participants, contractors, or emergency personnel) could act inappropriately or carelessly, or engage in negligent, reckless, or willful misconduct.
- Volunteers: Sierra Club is largely a volunteer organization, and many activities are led or assisted by volunteers (including participants). They are not professional guides or leaders, and may not have the same level of skill and experience that a professional would have.
- Suitability: Participating in activities may present additional risks due to a participant's mental, physical or emotional condition (e.g., participant's fitness level, level of maturity, or use of alcohol or prescription or non-prescription drugs), whether the condition is disclosed or undisclosed, known or unknown. Participant (and parent of a minor), in conjunction with their physician, should consider carefully whether Sierra Club activities are appropriate for participant. Participant and parent of a minor assume full responsibility for selecting programs and activities that are suitable in light of participant's condition, as well as his or her abilities, preferences, and perceptions. Programs may be rated as to their difficulty, and Sierra Club may screen participants for suitability. However, ratings and screenings are often subjective, may not be accurate or consistent, and may not reflect the level of difficulty participant will experience. Participants should use ratings or screenings as only one point of information in selecting a program.
- Individual Functioning: Participant or others (e.g., other participants, the leader, or a contractor) may overestimate his or her own abilities or fitness; be inattentive; lose his or her balance or footing; trip or fall; lose control of a horse or other animal; not understand the functioning of (or misuse) tools, chemicals, or equipment; fail to negotiate steep, uneven or difficult terrain; not control his or her speed; use equipment improperly; or practice improper hygiene. Participant may be injured when these things happen to him or her, or when they happen to someone else and participant is affected. Participant (or parent of a minor) is responsible for ensuring that the participant has appropriate skills, physical conditioning, equipment and supplies.

- Fires, Explosions, and Hazardous Materials: Participants tending to, cooking over, or being near a campfire or a gas, propane, or other stove (e.g., while camping or staying in a hostel) are subject to the risk of explosion, scalding or other burns, or smoke inhalation. Participants may be exposed to hazardous materials (e.g., a service project may involve the use of paints or cleaning agents) whose use or misuse can cause chemical poisoning or other injury.
- Remoteness: Activities may take place in remote locations, several hours or days from medical facilities, causing potential delays or difficulties in communication, transportation, evacuation, or medical care. Wireless communication devices may not work. Medical facilities may be primitive, inadequate, or inaccessible. Circumstances may require transportation from a foreign country to the U.S. or another country for medical care.
- Travel abroad: Foreign travel can involve exposure to different customs and behaviors; plants, animals, insects, bacteria, and diseases that may be rare or unknown in the U.S.; contaminated food or water; dangerous road or travel conditions; political unrest, riots, or warfare. Participants may be subject to laws and legal systems that do not provide the same protections as in the United States. Medical, rescue, and other services may not meet U.S. standards. Sierra Club is not expert at assessing the risks of travel abroad. Participant (or parent) is solely responsible for evaluating such risks and deciding whether to go and what precautions to take (e.g., vaccinations), and is encouraged to consult the U.S. Department of State (www.travel.state.gov), Centers for Disease Control and Prevention (www.cdc.gov), World Health Organization (www.who.int), a physician, and other sources.
- Terrorism, Criminal Behavior, and Epidemics: Acts of terrorism, criminal conduct (e.g., thievery, banditry, abduction, or drug-related activities), and epidemics can occur in any location.

HARMS. The inherent risks—and other risks—can result in harms. Some, but not all, of the harms a participant may incur include:

- Allergic reactions, bites, stings, and contact irritation;
- Cuts, abrasions, bruises, sunburn, chemical burn, rope burn, or other burns;
- Soft tissue injuries (e.g., strains, sprains, tears, and inflammation of tendons, ligaments, and muscles);
- Illnesses, infections, and diseases (e.g., animal- or insect-borne diseases, contagious maladies and viruses);
- Gastrointestinal problems;
- Injuries related to heat, cold, exertion, and/or drinking inadequate or excessive amounts of water (e.g., hypothermia [dangerously low body temperature], hyperthermia [dangerously high body temperature], hyponatremia [salt imbalance], frostbite, heat exhaustion, heat stroke, or dehydration);
- Injuries related to high altitudes (e.g., pulmonary or cerebral edema [fluid in the lungs or brain]);
- Drowning; SCUBA injuries (e.g., barotraumas, gas embolisms, decompression sickness [“the bends”], nitrogen narcosis);
- Broken bones, concussions, wounds, complications or injuries relating to the bodily organs or any other part of the body;
- Mental or emotional trauma;
- Property theft, damage, or loss; and/or
- Paralysis, impairment, disability, coma, or death.

ACKNOWLEDGEMENT AND ASSUMPTION OF INHERENT AND OTHER RISKS

By signing below, I (participant, or parent for myself and on behalf of my participating child) acknowledge that:

- The activities can cause participant or others any of the harms above, or other harms.
- I have reviewed all program information that has been provided to me; and I will review any additional program information I receive. I acknowledge that Sierra Club representatives have been available to answer any questions I may have about the activities, risks, and potential harms.
- I understand that the information provided by Sierra Club (in this document or otherwise) may be inaccurate or incomplete, and may reflect incorrect risk assessments or judgments. Unplanned activities may arise in the course of a program, and unknown or unanticipated risks and harms may exist. Sierra Club cannot assure participant's safety or eliminate the risks.
- If I am signing as the parent of a minor participant, I give permission for my child to participate in all activities, and will discuss the activities and risks with my child.

PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE RISKS. PARTICIPANT (AND PARENT OF A MINOR) FULLY ASSUMES AND ACCEPTS THE INHERENT RISKS—AND OTHER RISKS—(KNOWN OR UNKNOWN, IDENTIFIED OR NOT) OF THE ACTIVITIES AND THE POSSIBILITY THAT THE PARTICIPANT (AND PARENT OF A MINOR) OR OTHERS MAY SUFFER INJURY, DAMAGE, DEATH, OR OTHER LOSS AS A RESULT. THIS INCLUDES (BUT IS NOT LIMITED TO) LOSS RESULTING FROM THE NEGLIGENCE OR MISCONDUCT OF CONTRACTORS AND OTHER THIRD PARTIES; LOSS RESULTING FROM SIERRA CLUB'S NEGLIGENCE; OR LOSS RESULTING FROM THE PARTICIPANT'S OWN NEGLIGENCE OR MISCONDUCT.

2 RELEASE & INDEMNITY: PLEASE READ THIS SECTION CAREFULLY, BECAUSE IT CONTAINS A SURRENDER OF CERTAIN LEGAL RIGHTS, AND THE ACCEPTANCE OF CERTAIN LEGAL OBLIGATIONS.

(A) I (participant, or parent for myself and on behalf of my participating child) agree to release, and not to sue, Sierra Club with respect to any and all claims for any injury, damage, death, or other loss in any way connected with my (or my child's) enrollment or

participation in any Sierra Club activities. I understand that I am agreeing to waive all claims I (or my child) may have against Sierra Club (including negligence), and agree that neither I (nor my child, nor anyone purporting to act on behalf of me or my child) may make any claims against Sierra Club as a result of any injury, damage, death or other loss suffered by me (or my child); and

(B) I (participant, or parent for myself and on behalf of my participating child) agree to defend and indemnify ("indemnify" meaning protect and compensate) Sierra Club with respect to any and all claims (including claims of Sierra Club's negligence):

- 1) brought by or on behalf of me (or my child), or by or on behalf of any other person (including family members) for any injury, damage, death, or other loss suffered by me (or my child) in connection with my (or my child's) enrollment or participation in the activities; or
- 2) brought by any person for any injury, damage, death, or other loss to the extent caused by me (or my child).

3 IMAGE/STATEMENT AUTHORIZATION: *If you prefer not to grant this authorization, please write "NO IMAGES" at the bottom of this page.* I grant Sierra Club or its designees the irrevocable right and permission to photograph, film, record, and otherwise capture my or my child's name, image, voice, statement, photograph, or likeness (collectively "recordings") and use or sublicense them in any media throughout the world, in perpetuity, including for reproduction, display, or otherwise (e.g., on Sierra Club or other websites; on social media; in publications, DVDs, or motion pictures; for informational, educational, promotional, or other purposes), without compensation to me or my child. I agree that Sierra Club owns the recordings and all copyrights in them. I waive any inspection or approval rights.

4 OTHER PROVISIONS: I (participant, or parent for myself and on behalf of my participating child) agree:

- Participant can and will participate without harming him/herself or others; and will contribute constructively to the group's well-being.
- I will accurately complete all required forms, abide by their terms and all applicable laws, and obey all Sierra Club rules and policies.
- Sierra Club contracts with independent contractors (who are not its employees or agents) to provide or conduct a variety of services and activities. Sierra Club does not supervise or control these contractors and is not responsible or liable for their conduct.
- I authorize Sierra Club leaders, contractors, or others, including medical personnel, to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and to provide treatment they consider advisable for my/my child's health. I agree to pay all associated costs. I authorize the release of my/my child's medical records and personal information by or to Sierra Club, if necessary or useful for treatment, referral, billing, or insurance purposes.
- If I sign this agreement as a parent or guardian, and my parental status or authorization to sign on my child's behalf is challenged or found invalid, I will not sue, and will indemnify and defend, Sierra Club to the fullest extent allowed by law and this agreement, just as if I were the participant's parent or guardian. I will also indemnify and defend Sierra Club against any claims, by any person or agency, that take the position that my signature was not effective.
- Sierra Club reserves the right to dismiss a participant for any reason, or for no reason, in its sole discretion (e.g., a leader may dismiss a participant s/he believes presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the activities). If participant is dismissed or departs for any reason, participant (or parent of a minor) is responsible for all costs of this early departure (e.g., evacuation, medical treatment, plane or other transportation, and expenses for any Sierra Club representative accompanying participant).
- The program begins and ends at the times and places officially designated by Sierra Club. I am fully responsible for myself/my child during transportation to and from the program. In addition, if a participant chooses to spend time with Sierra Club leaders or others before or after the program, participant does so independently and entirely at his or her (or the parent's) own risk.
- This document is intended to be interpreted and enforced to the greatest extent allowed by law. If any portion of this document is deemed unlawful or unenforceable, it shall not affect the enforceability of the remaining provisions. Those remaining provisions shall continue in full force and effect.

5 BINDING ARBITRATION: I agree that any dispute concerning, relating to, or referring to this agreement; to any literature or other material concerning a program or activity in which the Sierra Club is involved; or to such a program or activity itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) California law and will take place in Oakland, CA. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. By agreeing to these terms and conditions, you (and Sierra Club) are waiving our right to a trial by jury.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS FOUR PAGE DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND LEGALLY BINDING ON ME, MY PARTICIPATING CHILD, AND MY/MY CHILD'S FAMILY MEMBERS, HEIRS, EXECUTORS, REPRESENTATIVES, INSURERS, ASSIGNS, AND ESTATE.

For minors, the parent/ guardian prints the child's name and birthdate, and completes and signs the next line.

Print Participant's Name Birthdate Participant's Signature (if 18 or older) Date

Print Authorized Parent/Guardian's Name Parent/Guardian's Signature Date

Optional: If you do NOT agree to the Image/Statement Authorization above, please write "NO IMAGES" here: _____