



WESTMONT

Westmont College Participant's Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of being permitted to participate in the **Pre-Orientation Backpacking Adventure Trip** being held on August 18th – August 25th, 2020 in the Santa Barbara area, as well as the Mineral King loop in Sequoia National Park, I, on behalf of myself, my executors, heirs, administrators and assigns, hereby voluntarily agree to release, waive, discharge, hold harmless, and agree not to sue Westmont College, its trustees, officers, employees, agents, and volunteers, for any and all claims, damages, costs, attorney's fees, or causes of action which I have or may have in the future that arise as a result of damages, injuries, including death, relating or arising out of or incident to any negligent act or omission by Westmont College, its trustees, officers, employees, agents, and volunteers, or by other participants in the Pre-Orientation Backpacking Adventure Trip. I knowingly and voluntarily give up valuable legal rights, including the right to sue.

Additionally, I agree to indemnify and defend Westmont College, its trustees, officers, employees, agents, and volunteers for any and all claims, damages, costs, attorney's fees, or causes of action that arise as a result of damages, injuries, including death, relating or arising out of or incident to any act or omission by me.

I understand and agree that there are significant risks of harm associated with participating in the **Pre-Orientation Backpacking Adventure Trip and the equipment utilized**, which may give rise to death, permanent disability, or bodily injury, and/or property damage. Falling, causing broken bones severe injuries to the head, neck and back which may result in severe impairment or even death. Further, fatigue, chill, and/or dizziness may result as well as impairments to balance, physical coordination, and ability to follow instructions. These risks include, but are not limited to:

- 1) **Activities:** Physical work, travel, sports, or recreational activities, or “hazardous activities” (including camping, hiking, climbing or down climbing of rock, snow/and or ice, river crossing fordings, or portaging, intentional or unwitting travel into areas where hazardous insects, reptiles and/or animals may be present, intentional or unwitting travel into areas with hazard of gang violence, or of criminal, political or terrorist activity, unrest, or danger).
- 2) **Natural Hazards:** All “acts of nature” including but not limited to avalanche, flood, earthquake, rock fall, fire, inclement or extreme weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions. Cold weather and heat related injuries and illness including but not limited to frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.
- 3) **Travel Risks:** Any type of travel may involve risk of Loss, delays, changes in the means of transportation or accommodation, or in the performance of other services; or sickness, weather, strikes, wars, natural disasters, pickpockets, official corruption, or other unforeseen courses or unfortunate outcomes.
- 4) **Equipment:** Possible equipment failure and/or malfunction of my own or others' equipment, which may have been rented, borrowed, or personally owned.



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- 5) **Negligence:** My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of including but not limited to operator.
- 6) **Access to Medical Support:** Accidents or illness may occur in remote places where there are no available medical facilities.

I further understand and agree that there may be risks and dangers not known or reasonably foreseeable at this time. I understand and agree that included within the scope of this waiver and release is any cause of action, arising from the performance of or the failure to perform maintenance, inspection, supervision or control, or the failure to warn of existing dangerous conditions not known to or reasonably discovered by Westmont College, including all acts of negligence of Westmont College. I, the negligence of others, or by the negligence of Westmont College, its trustees, officers, employees, agents, and volunteers, may cause these risks and dangers. I knowingly and voluntarily assume full responsibility for these risks arising out of or related to my participation in the Pre-Orientation Backpacking Adventure Trip.

I agree that this agreement will be construed under California law, and that Santa Barbara California will serve as the forum for any legal proceedings incident to the Pre-Orientation Backpacking Adventure Trip. The terms of this agreement are severable, such that if a court of law holds any term to be illegal, unenforceable, or in conflict with law, the validity of the remaining portions will not be affected.

I HAVE CAREFULLY READ, AND I UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS AGREEMENT, AND THAT THIS AGREEMENT REPRESENTS A CONTRACT BETWEEN WESTMONT COLLEGE AND MYSELF. I HAVE AGREED TO SIGN THIS AGREEMENT OF MY OWN FREE WILL.

Signature: _____

Date: _____

(parent or legal guardian if under 18)

Print name: _____