

**IMPORTANT: THIS IS A LEGAL DOCUMENT,
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.**

**CAMINO DE SONOMA - ASSUMPTION OF RISK, WAIVER OF
LIABILITY AND INDEMNIFICATION AGREEMENT**

Camino de Sonoma is a California nonprofit corporation that promotes trail development and trail walking in Sonoma County, California, and the use and promotion thereof. In this respect, Camino de Sonoma organizes walks ("Activity") for pilgrimage participants ("Participant"). This Agreement must be completed by each Participant or by any Legal Guardian/Parent of a Minor Participant PRIOR to any Participant's participation or to any Minor Participant's participation in the Activity described below conducted by Camino de Sonoma.

Participant / Minor Participant (print full name): _____

Address: _____

City: _____ **State:** _____ **ZIP Code :** _____

Cell Phone: _____ **Office/Home Phone:** _____

Health Insurance Carrier: _____ **Phone:** _____ **I.D. No:** _____

Liability Insurance Carrier: _____ **Phone:** _____ **Policy No** _____

Contact Person in case of Emergency: _____ **Relationship:** _____

Cell or Day Time Phone: _____ **Office Phone:** _____

My signature below certifies that I am the Participant or the Parent and/or the Legal Guardian (the "Guardian/Parent") of the Minor Participant named above (the "Minor Participant"). I am familiar with the Activity conducted by Camino de Sonoma. I understand that I will be engaged or that my child, the Minor Participant, will be engaged, in physical activity including but not limited to walking, climbing, running, hiking, crossing rivers, walking through woods or on rocks with Camino de Sonoma.

I also acknowledge that the Activity may involve a test of my physical and mental limits and carries with it potential death, serious injury, and property loss, or as a Guardian/Parent I also acknowledge that that the Activity may involve a test of my child's physical and mental limits and carries with it potential death, serious injury, and property loss.

_____ (initial) I have read the Camino de Sonoma Assumption of Risk, Waiver of Liability and Indemnification Agreement, on my behalf, or as Guardian/Parent on behalf of the Minor Participant, freely, voluntarily, and without duress execute this Assumption of Risk, Waiver of Liability and Indemnification Agreement, and provide my consent to my participation and consent to medical treatment.

Check box if your photo may NOT be used by Camino de Sonoma website or within marketing materials.

My signature below certifies that I am signing this Agreement as a Participant for my own personal benefit (or on behalf of a Minor Participant and certify that I am the Guardian/Parent of the Minor Participant). I acknowledge and certify that I am eighteen (18) years of age or older and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Participant (or Legal Guardian/Parent of minor participant)

Date

(if applicable) PRINT Name of Legal Guardian/Parent of Minor)

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Camino de Sonoma Assumption of Risk, Waiver of Liability and Indemnification Agreement

1. Participation to the Activity

Participant will participate or Guardian/Parent authorizes the Minor Participant to participate in the above Activity conducted by Camino de Sonoma.

2. Release and Waiver

Participant or Guardian/Parent of Minor Participant does hereby release, forever discharge and hold harmless Camino de Sonoma or its representatives, officers, directors, members, employees, volunteers, agents, successors and assigns or otherwise (collectively the "Releasees") from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Participant's participation or from Minor Participant's participation to the Activity with Camino de Sonoma.

Participant or Guardian/Parent of Minor Participant understands that this Release discharges Camino de Sonoma and its Releasees from any liability or claim that the Participant or the Guardian/Parent of Minor Participant may have against Camino de Sonoma with respect to any bodily injury, personal injury, illness, death, or property damage to the Participant or to the Minor Participant arising out of participation in the Activity, or that may result from Participant's participation or Minor Participant's participation to the Activity with Camino de Sonoma, whether caused by the negligence of Camino de Sonoma or its Releasees.

Participant or Guardian/Parent of Minor Participant also understands that Camino de Sonoma and its Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

3. Assumption of Risk & Indemnification

Participant or Guardian/Parent of Minor Participant hereby agrees expressly and specifically assumes the risk of injury or harm of Participant or of Minor Participant in the Activity and agrees to release, waive, covenant not to sue, indemnify and hold harmless Camino de Sonoma, and all of its Releasees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or Parent/Guardian of Minor Participant on behalf of Minor Participant or any loss or damage to any property belonging to Participant or to Parent/Guardian of Minor Participant on behalf of Minor Participant arising out of or related to his or her participation in any Activity conducted by Camino de Sonoma.

4. Medical Condition

Participant or Guardian/Parent of Minor Participant acknowledges that the Activity may involve a test of the Participant or of the Minor Participant's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of Participants, equipment, vehicular traffic, lack of hydration, and actions of other people, including, but not limited to, Participants, Releasees of Camino de Sonoma.

Participant or Guardian/Parent of Minor Participant hereby certifies and warrants that Participant or Minor Participant does not have any pre-existing medical condition, medical treatment or health-related reasons, issues or problems that would prevent or preclude Participant's participation or Minor Participant's participation in the Activity conducted by Camino de Sonoma or that could cause or aggravate any injury or medical condition to Participant or to Minor Participant.

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Participant or Guardian/Parent of Minor Participant hereby certifies that Participant or Minor Participant is physically fit, has sufficiently been prepared or trained for participation in the Activity and has not been advised not to participate by any qualified medical professional.

Participant or Guardian/Parent of Minor Participant does hereby release and forever discharge Camino de Sonoma and its Releasees from any claim whatsoever which arises or may hereafter arise on account of injury or medical or mental issue that may arise in in connection with the Participant's participation or the Minor Participant's participation in any Activity conducted by Camino de Sonoma.

5. Consent to Medical Treatment

Participant or Parent/Guardian of Minor Participant hereby consents for Participant or Minor Participant to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Activity.

Participant or Guardian/Parent does hereby release and forever discharge Camino de Sonoma and its Releasees from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's participation or the Minor Participant's participation in the Activity conducted by Camino de Sonoma, or with the decision by any Releasee of Camino de Sonoma to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Participant's Authorization for Treatment or the Parental Authorization for Treatment of a Minor Participant.

6. Insurance

Participant or Guardian/Parent of Minor Participant hereby confirms that Participant or Guardian/Parent of Minor Participant has adequate health insurance and/or liability insurance or sufficient assets:

- to cover the costs of treatment in the event of any injury or medical or mental issue TO Participant or TO Minor Participant while taking part to the Activity conducted by Camino de Sonoma; or,
- to cover any injury or medical or mental issue expenses that may be caused BY Participant or BY Minor Participant, while taking part to the Activity conducted by Camino de Sonoma, to any other participant taking part to the Activity including but not limited the Releasees of Camino de Sonoma.

7. Photographic Release

Participant or Guardian/Parent does hereby grant and convey unto Camino de Sonoma all right, title and interest in any and all photographic images and videos, films likeness or audio recordings made by Camino de Sonoma during the Participant's or Minor Participant's participation to any Activity conducted by Camino de Sonoma, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings, and to be used for any legitimate purpose by the Activity holders, producers, sponsors, organizers and assigns.

8. Miscellaneous

Participant or Guardian/Parent of Minor Participant agrees that the site of any lawsuit arising out of or related to participation in the Activity shall be governed by and construed in accordance with the laws of the state of California, without application of any principles of choice of law.

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Participant or Guardian/Parent of Minor Participant shall pay any reasonable attorneys' fees or costs incurred by the Camino de Sonoma or its Releasees in their defense of any dispute claim or action arising out of this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT OR GUARDIAN/PARENT OF MINOR PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT OR GUARDIAN/PARENT OF MINOR PARTICIPANT AND CAMINO DE SONOMA AND ITS RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

PARTICIPANT OR GUARDIAN/PARENT OF MINOR PARTICIPANT DOES HEREBY RELEASE AND FOREVER DISCHARGE FROM LIABILITY AND AGREES TO INDEMNIFY AND HOLD HARMLESS CAMINO DE SONOMA AND ITS DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, VOLUNTEERS, SUCCESSORS AND ASSIGNEES (RELEASEES), REPRESENTING OR RELATED TO CAMINO DE SONOMA, FROM ANY AND ALL LIABILITY, CLAIMS AND DEMANDS OF WHATEVER KIND OF NATURE, EITHER IN LAW OR IN EQUITY, WHICH MAY ARISE OR MAY HEREAFTER ARISE FROM THE PARTICIPATION OF PARTICIPANT OR OF MINOR PARTICIPANT IN THE ACTIVITY. THIS RELEASE IS FOR ANY AND ALL LIABILITY FOR PERSONAL INJURIES (INCLUDING DEATH) AND PROPERTY LOSSES OR DAMAGE OCCASIONED BY, OR IN CONNECTION WITH THE PARTICIPATION OF PARTICIPANT OR MINOR PARTICIPANT IN THE ACTIVITY CONDUCTED BY CAMINO DE SONOMA.