



LOS PADRES FOREST ASSOCIATION PARTICIPATION WAIVER & RELEASE

In consideration with volunteering with the Los Padres Forest Association (LPFA), I assume responsibility for all my actions related to my participation in LPFA events. Including but not limited to, while in the field, on the event and traveling to and/or from the event. I understand that there may be unanticipated risks of injury to myself and/or my property by participating in these events and I confirm that I am electing to participate in spite of these risks and that I accept all responsibility for such risks.

1. I acknowledge that participating, volunteering and attending LPFA activities entails known unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the LPFA including LPFA Trail Leaders, officers, employees and volunteers from any and all claims, demands, or causes of action, which are in any way connected with my participation in the LPFA, this also includes the use of any LPFA equipment or facilities, including any such claims which allege negligent acts or omissions by the LPFA.
4. Should any portion of LPFA participation involve the use of private property or within private property boundaries, I agree to indemnify the owner of said private property and hold them harmless for any damages, fees or costs.
5. Should the LPFA or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold the LPFA harmless for all such fees and costs
6. I certify that I have adequate insurance to cover treatment and any associated costs in connection with any injury or damage I may suffer while participating or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
7. In the event that I file a lawsuit against the LPFA, I agree to do solely in the state of California, and I further agree that substantive law of California shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Furthermore, the Los Padres Forest Association, its Board of Directors, employees, Trail Project Leaders, volunteers and the US Forest Service are not responsible for any loss, personal injury, accident, misfortune or damage to myself or my property and I hereby waive, release, indemnify and discharge any claims against them and hold them harmless from any claims, demands, attorneys' fees and costs connected in any way with my participation. If any portion of this agreement is unenforceable or void, the remaining portions will remain in full force and effect.

If you are a minor (under age 18), your parent or legal guardian must sign this agreement on your behalf.

Print Name and Age of Minor: _____

Signature of Parent or Guardian: _____

Date: _____