

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

****BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY****

The MIT Club of Northern California (hereinafter the "Club") is organizing an event: _____
(hereinafter the "Activity") on _____ (Date of Activity). *It is understood that the Club is not providing any services related to the Activity, has not inspected the location for the Activity and expresses no comment regarding the safety measures or operating practices employed by the entity providing services or facilities for the Activity.*

As a condition to participating in the Activity with the Club, I agree to be bound by the following:

I understand that participation in the Activity in general, is a **HAZARDOUS ACTIVITY** that involves the risk of **SERIOUS INJURY, INCLUDING PERMANENT DISABILITY AND DEATH**. I understand that these injuries and death might result not only from my actions, but the actions and negligence of others and might occur both during the preparation for, and participation in the Activity.

I agree that I am responsible for my safety while participating in the Activity. I further agree that I will participate in the Activity only: (a) when I am both physically and psychologically prepared to participate safely; (b) after fully familiarizing myself with the venue before beginning the Activity; and (c) while using equipment of a type and condition reasonably necessary to safely participate in the Activity.

I agree and understand that participation in the Activity, regardless of all reasonable safety measures employed by the provider of services and facilities for the Activity area, can be extremely hazardous. I also agree and understand that the Club is not providing any services relating to the Activity, has not inspected the location for the Activity and expresses no comment regarding the safety measures or operating practices employed by the entity providing facilities for the Activity. I agree that I am responsible for evaluating whether I believe the Activity and the facilities and services related to the Activity are sufficiently safe that I wish to participate in the Activity. If I do not believe the Activity or the facilities or services related to the Activity are safe, I agree that I will not participate in the Activity.

As a condition precedent to participation in the Activity I agree to assume all risk of personal injury, death, or property loss resulting from any cause whatsoever including but not limited to the inherent risks of hiking, rock climbing, bicycling, the use of bicycles, travel to or within the area where the Activity is occurring, or negligence on the part any officer, director, volunteer, affiliate, agent, or event coordinator of the Club. I waive all claims of liability against the Club and any officer, director, volunteer, affiliate, agent, or event coordinator thereof, including the right to file a lawsuit.

WAIVER AND RELEASE. In consideration for allowing me to participate in the Activity, I, on my behalf do hereby covenant and agree to release and hold harmless the Club and any officer, director, volunteer, affiliate, agent, or event coordinator (hereinafter referred to as "Releases") from all claims by me for any liability, injury, loss or damage in any way connected with the Activity including, but not limited to my preparation for and/or participation in the Activity. Further I do hereby waive all claims of liability against Releases including the right to file a lawsuit. This waiver and release shall bind any and all parties who might attempt to pursue any legal action or claim on my behalf including but not limited to personal representatives, heirs, beneficiaries, next of kin and/or assigns.

THE PROVISIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR". IN FULL KNOWLEDGE OF SUCH CODE SECTION, THE PROVISIONS OF SAID SECTION AND ALL LAWS OF ALL OTHER STATES OF LIKE OR SIMILAR EFFECT, AND THE BENEFITS, CONFERRED BY SAME, ARE HEREBY WAIVED.

INDEMNIFICATION AGREEMENT: In consideration for allowing me to participate in the Activity, as herein above described, I agree to indemnify and hold harmless the Club and any officer, director, volunteer, affiliate, agent, or event coordinator thereof and all other persons released by me, as herein above set forth, from any and all losses, liabilities, claims, demands, damages, or judgments (including reimbursement for attorney fees and other costs) that they incur due to the presence of any claims or actions brought against me and/or which I, my heirs, beneficiaries, next of kin, personal representatives, or assigns may have as a result of my participation in the above activity.

This document is a legally binding contract, which supersedes any other agreements or law, which prohibits representations by or between the parties except as provided herein, and which is intended to provide a comprehensive release of liability, but is not intended to assert any claims or defenses which may result in any waiver of rights by the Club. The laws of the State of California govern this agreement.

If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

Name (please print) _____

Participant Signature: _____ Date: _____

In case of emergency, please notify: Name: _____ Phone: _____