SIERRA CLUB

Welcome! We're glad you've joined us. Here are some important notes about today's activity:

Activity: _____ Where: _____ Time/Date(s): _____

Leader: _____ Assistant Leader: _____

- ☐ Transportation: You're responsible for your own transportation.
- ☐ Medical Issues: Please inform your Leaders of any medical issues that you have.
- ☐ Early Sign-Out: If you leave early, you must initial "Early Sign-Out." You're on your own after that.
- ☐ Minors: If a minor is participating, a parent or legal guardian signature is required. The adult should print the minor's name and age, and print and sign their own name and their relationship to the minor. Feel free to use two lines. If the adult is *not* present, an individual waiver must be signed in advance.
- ☐ Publicity: If you do not want the Sierra Club to use photographs of you, please write "no publicity" near your name.

By signing below, you are confirming that you agree to the Sierra Club's Participation Agreement, which is a requirement for participation in all Sierra Club activities. You are encouraged to read it carefully, as it includes a liability waiver and other provisions that affect your legal rights.

Participant Name including each minor	Signature	Address	Phone & Email	Emergency Contact Name & Number	License Plate	Member #	Early Sign-Out

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Participant Name including each minor	Signature	Address	Phone & Email	Emergency Contact **Name & Number**	License Plate	Member #	Early Sign-Out

Participant Agreement / Waiver

IMPORTANT: This agreement affects your legal rights. By signing it, you are agreeing to (among other things) assume risks, release claims, waive rights, and indemnify Sierra Club from harm.

1. Definitions. The following capitalized terms have the following meanings when used herein:

A. "Sierra Club" means Sierra Club and its officers, directors, representatives, employees, agents, chapters, volunteers, leaders, and Affiliates;

B. "Activities" means any program, event, and/or activity offered by and/or on behalf of Sierra Club;

C. "Participant," who is identified at the bottom of this agreement, is either (i) me or (ii) as applicable, a person for whom I am legally authorized to make decisions and who is referred to herein as "Minor Participant";

D. "Risks" means any risk associated, either directly or indirectly, with Participant's presence at and/or participation in any Activities;

E. "Damages" means any injury, damage, sickness, death, and/or any other loss, whether physical, emotional, financial, or otherwise, caused in whole or in part by Participant, Sierra Club, and/or any third parties in connection with any Activities;

F. "Claims" means any action, cause of action, claim, controversy, promise, agreement, damage, judgment, cost, expense, and/or liability of whatever nature, in law or in equity, whether known or unknown, whether contingent or liquidated, and whether based in statute, contract, tort, or otherwise; and

G. "Released Parties" means Sierra Club and any Sierra Club successor, assign, sponsor, advertiser, inspector, contractor, consultant, and/or any other person or entity that takes any action on Sierra Club's behalf in connection with any Activities.

2. Participation. I (or Minor Participant, if any): (a) agree that my participation in any Activities will be subject to the terms herein; and (b) can and will participate in any Activities in a constructive manner without causing Damages.

3. Logistics. I will accurately complete any required forms and abide (and cause Minor Participant, if any, to abide) by all laws, rules, and policies applicable to any Activities. Prior to any Activities, I will be familiar with, and shall have accepted, the associated Risks and will have made any inquiry necessary to fully understand those Risks. Sierra Club may in its sole discretion dismiss me (or Minor Participant, if any) from any Activities for any or no reason. I will be fully responsible for any and all costs, including without limitation travel expenses, associated with my dismissal or departure (or the dismissal or departure of Minor Participant, if any) from any Activities for any reason.

4. Understanding the Risks. I confirm all of the following:

A. Unplanned or unexpected situations may arise in the course of any Activities, Risks are inherent in all Activities and may not be obvious, and Activities and Risks may cause Damages;

B. A few, non-exhaustive examples of Risks include: acts of nature or other matters outside Sierra Club's control; facilities and/ or equipment failures; itinerary changes and/or cancellations; transportation issues; problems associated with locations, wildlife, vegetation, and/or lack of access to medical care, AND NEGLIGENCE by Sierra Club or others. There are many potential Risks that are not listed here; and

C. I understand all Risks, whether or not they have been communicated to me (and/or to Minor Participant, if any); and I have had adequate opportunity to seek any information necessary to properly evaluate all Risks.

5. Assumption of Risks. I confirm my (and Minor Participant's, if any) assumption of all Risks, whether known or not and whether identified or not, and my acceptance of all materials, equipment, and facilities associated with the Risks and/or the Activities in an "AS IS" condition. I accept that I (and Minor Participant, if any) may sustain Damages, including Damages that could be caused by Sierra Club, third parties, and/or me (or Minor Participant, if any).

6. Release. I (and Minor Participant, if any) release each and all of the Released Parties from any Claims that I (and Minor Participant, if any) ever had, now have, or may have in the future, for any reason, and that arise out of and/or relate in any manner, whether directly or indirectly, to any Activities (including without limitation travel to or from any Activities), even when any such Claims result from the NEGLIGENCE of any Released Party.

7. Waiver. Regarding the release above, I waive all rights that I (and Minor Participant, if any) may have now or in the future under Cal. Civil Code § 1542 stating: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS

OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

8. No Third-Party Lawsuits. I (and Minor Participant, if any) will not participate in, either directly or indirectly, or cause any third party to initiate, any litigation against any Released Party regarding any Claims associated directly or indirectly with involvement by me (or Minor Participant, if any) in any Activities (the "Third Party Claims").

9. Indemnification. I will indemnify, hold harmless, and defend each Released Party from and against any and all Third Party Claims (including without limitation attorney's fees).

10. No Warranties. No information related to any Activities and/or Risks and communicated to me (and/or to Minor Participant, if any) in any manner, including without limitation difficulty ratings, safety or risk evaluations, equipment recommendations, or participant assessments, shall be construed as a Sierra Club warranty or representation of any kind. Sierra Club has given no warranty, express or implied, regarding the Activities, the Risks, and/or any Damages except as stated herein or in another writing signed by a Sierra Club officer (each, a "Warranty"). In signing this agreement, I have not relied on any statement not set forth herein or in any Warranty.

11. Amendment and Interpretation. This agreement may not be amended except in writing signed by a Sierra Club officer and is intended to be interpreted and enforced to the greatest extent allowed by law. If any provision herein is deemed unenforceable, the remaining provisions shall still be enforced. This agreement is binding upon any personal representative, successor, heir, or assign of Participant (and Minor Participant, if any).

12. Dispute Resolution. Any dispute relating to or arising from the enforcement and/or interpretation of this agreement, and/or any Activities (each, a "Dispute")shall be governed by California law without reference to its conflicts of laws rules and shall be resolved exclusively in the state courts existing in Alameda County, California. Before initiating any legal proceeding against Sierra Club in connection with any Dispute, I agree to first inform Sierra Club's general counsel in writing of the Dispute's factual and legal basis and to give Sierra Club thirty (30) days to respond.

13. Federal Land Agencies. If a court of competent jurisdiction determines that an agency rule prevents me from agreeing to any clause herein, that clause shall not be enforced. The undersigned further waives liability of the United States and acknowledges and agrees that the United States and its officers and employees are fully released from any liability for injuries, damages, or losses that the undersigned sustains as a result of or in connection with the undersigned’s participation in this activity.

14. Medical Care. In connection with any Activities, I authorize Sierra Club to obtain, provide, and/or authorize medical care, treatment, and transportation to a medical care facility for me (or Minor Participant, if any) including but not limited to helicopter evacuation, ambulance services, medications, first aid, hospitalization, and surgery, if I cannot do so, and I will pay the associated costs. I authorize the release to any third parties of my (or Minor Participant’s, if any) medical records and personal information, if necessary or useful for treatment, referral, billing, or insurance purposes. I authorize the execution of any forms, consents, and releases as may be useful under the circumstances; I will ensure that I (or Minor Participant, if any) will bring any necessary medications on the trip. Additionally, efforts will be made to contact parent/legal guardian if Minor Participant, if any, should medical treatment be needed.

15. Publicity Permission (Optional). I am aware that staff or others sometimes capture photographs, quotes, or other impressions or recordings of participants and share them with Sierra Club for use in a variety of ways, such as (but not limited to) in the newsletters, web pages, or social media of Sierra Club or its allies. I (and Minor Participant, if any) agree not to restrict or condition such use in any way, unless I’ve indicated otherwise near my signature.

I CONFIRM THAT I (OR MINOR PARTICIPANT, IF ANY) AM VOLUNTARILY PARTICIPATING IN ONE OR MORE ACTIVITIES WITH FULL KNOWLEDGE OF THE RISKS. ON MY BEHALF (AND ON BEHALF OF MINOR PARTICIPANT, IF ANY), I FULLY ASSUME AND ACCEPT ALL RISKS (KNOWN OR UNKNOWN, IDENTIFIED OR NOT) ASSOCIATED DIRECTLY OR INDIRECTLY WITH THE ACTIVITIES AND POTENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION AS MAY BE CAUSED IN WHOLE OR IN PART BY ANY SIERRA CLUB NEGLIGENCE, THE NEGLIGENCE OF OTHERS, AND/OR ANY CONDUCT BY ME (AND/OR MINOR PARTICIPANT, IF ANY).