

Assumption of Risk and Release Form

IMPORTANT: PLEASE READ THIS CAREFULLY. BY SIGNING IT, YOU WILL BE GIVING UP IMPORTANT LEGAL RIGHTS.

EVENT: California Swan Festival, hosted by Sutter Buttes Regional Land Trust

ASSUMPTION OF RISK. I acknowledge that I understand that during my participation in the California Swan Festival event, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each Tour and cannot be eliminated without destroying the unique character of the Tour. These inherent risks and hazards may result in loss, damage, injury or death.

RELEASE OF LIABILITY. With full knowledge of these dangers, I hereby agree for myself, all of my family and heirs, to RELEASE Sutter Buttes Regional Land Trust and any of its employees, board of directors, volunteers, tour guides, landowners, partners, representatives or agents from liability, claims, demands or any causes of action, and NOT TO USE OR OTHERWISE MAKE ANY CLAIM against Sutter Buttes Regional Land Trust or any of its member groups, representatives or agents whatsoever which may arise during my participation in any activities of the California Swan Festival. To the extent allowed by law, I intend this RELEASE OF LIABILITY to be effective whether or not any loss, damage, injury or death results from the negligence of Sutter Buttes Regional Land Trust or any of its employees, board of directors, volunteers, tour guides, landowners, partners, representatives or agents. I understand that negligence means a failure to do an act which a reasonable, careful person would do, or the doing of an act which a reasonable, careful person would not do, under the same or similar circumstances, to protect himself, herself or others from injury or death. I assume the risk and full responsibility for any personal injuries, including injuries resulting in death, which might occur, even if caused by the negligence or lack of care of Sutter Buttes Regional Land Trust, its employees, members, trip leaders, member groups, representatives or agents. I agree to be solely responsible for my own safety and to take every precaution to provide for my own safety and well-being while participating in activities of the Sutter Buttes Regional Land Trust. I have read this document in its entirety and I freely and voluntarily assume all risks of such injuries and hazards and notwithstanding such risks, I agree to participate in the Trip.

INDEMNITY. I agree to indemnify, defend and hold harmless Sutter Buttes Regional Land Trust, its employees, board of directors, volunteers, tour guides, landowners, partners, representatives or agents ("Indemnities") against all loss, liability, damages, or costs, including court costs and attorneys' fees, that the Indemnities may incur arising out of or in any way related to my participation in this activity, to the maximum extent permitted by law.

WARRANTY OF CONDITION; EMERGENCY CARE. I understand this activity may involve strenuous exercise. I represent and warrant I am in a condition to safely participate in the activities without harming myself or others. Sutter Buttes Regional Land Trust disclaims any investigation into my medical history or background, and is relying on my representations for my participation. Sutter Buttes Regional Land Trust reserves the right, in its sole discretion, to deny my participation in this activity for any reason. I consent to emergency medical care and transport in the event of injury to myself or minor.

OTHER. In the event that any provision of this release is found to be invalid or unenforceable, the remaining parts will not be invalidated, and shall remain in full force and effect. California law applies. This release shall be binding upon the heirs and successors of each participant. The enforceability or validity of this release shall not be affected by the number of parties who sign it.

CONSENT: I HAVE READ THIS WAIVER/RELEASE AGREEMENT IN ITS ENTIRETY, FULLY UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I WAS FULLY INFORMED ABOUT THE RISKS THAT PERTAIN TO THE ACTIVITY I AM ABOUT TO ENGAGE.

WHO ARE YOU SIGNING FOR? PROVIDE THE NAME OF EACH PERSON AND DOB

- ADULT
- MINOR(S)
- ADULT AND MINOR(S)

Parents / Guardians are required to sign for minors.

GUEST1 INFORMATION

Full Legal Name
Date of Birth
Email
Phone(no spaces)

GUEST2 INFORMATION

Full Legal Name
Date of Birth
Email
Phone(no spaces)

GUEST3 INFORMATION

Full Legal Name
Date of Birth
Email
Phone(no spaces)

GUEST SIGNATURE _____