

San Diego Orienteering [Un-hosted Event]

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

1. In consideration of being permitted to participate in any way in the Orienteering USA member club events, I and/or my minor child, our personal representatives, assigns, heirs, and next of kin:
2. Acknowledge, agree, and represent that I and/or my minor child understand the nature of orienteering activities and that I and/or my minor child are qualified, in good health, and in proper physical condition to participate in such activity. I further agree that if at any time I believe conditions to be unsafe, I and/or my minor child will immediately discontinue further participation in the activity.
3. Fully understand that (a) orienteering activities involve risks and dangers of serious injury or in extreme cases, death. (risks) (b) these risks and dangers may be caused by me and/or my child's own actions, or inaction, or the actions or inaction of others participating in the activity, the condition in which the activity takes place, or the negligence of the "releasees" named below; (c) there may be other risks either not known to me or not readily foreseeable, and I fully accept all such risks and responsibility for losses, costs and damages, I and/or my minor child incur as a result of my participation in the Activity.
4. Hereby accept and assume all such risks, and assume all responsibility for the losses, costs and/or damages following such injury, or death, even if caused in whole or in part, by the negligence of the "releases" named below.
5. Hereby release, discharge and covenant not to sue the member club, their respective administrators, directors, agents, officers, officials, volunteers, and employees, other participants, any sponsors, advertisers, Orienteering USA, host third party operators and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "releasees" herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations, and I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement I and/or my minor child, or anyone on my and/or my minor child's behalf, makes a claim against any of the releasees I will indemnify, save and hold harmless each of the releases from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.
6. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by accessing the course, without the inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Signature of Participant

Print Name

Date

Signature of Parent/Legal Guardian [if under 18]

Print Name of Minor Child

Date