

## **NO BLAME WAIVER**

By participating in a hike with the Pebble Creek Hiking Club (hereafter known as "PCHC"), I acknowledge that I will be participating in outdoor activities that are potentially dangerous including but not limited to: walking, hiking, and backpacking events organized by the volunteers of the PCHOA & PCHC. PCHC is a meet-up organization where hikers and backpackers meet to participate in outdoor adventure events called Outings ("Outings").

The waiver of liability is an agreement that attendance at these Outings are strictly voluntary and of my own choice and the I agree 100% to accept personal responsibility for all and any foreseen and unforeseen events that may occur during, including to and from, club Outings, club members and club activities and non-club activities.

I understand that during my participation in PCHC Outings, I may be exposed to a variety of hazards and risks, foreseen and unforeseen, which are inherent in each Outing and cannot be eliminated without destroying the unique character of the Outings. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death ("injuries and death") from exposure to the hazards of outdoor activities and travel to and from these activities.

The PCHC has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, trip members, trip organizers and assistant organizers or third parties, either as a result of negligence or because of other reasons.

The club, its organizer, assistant organizers, and Outing participants take no responsibility for me and will not be held responsible for any injuries or accidents that may occur during club Outings. Outdoor sports are inherently dangerous and accidents will happen and that risks of such Injuries and Damages are a part of adventure Outings. I appreciate that I may have to exercise extra care for my own person in the face of such hazards.

In consideration for my acceptance as a participant on Outings, I confirm my understanding that:

1. The PCHC does not certify or confirm the qualifications of any of the organizer, or assistant organizers, or members to lead or manage or set-up Outings or trips nor are they trained to respond during an emergency by providing first aid, CPR, or any rescue action. I further understand that on these Outings there may not be search, rescue, medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.
2. The Outings officially begin and end at the location(s) designated by the PCHC. The Outings do not include carpooling, transportation, or transit to and from the Outings, and I am personally responsible for all risks associated with this travel. This does not apply to transportation provided by the PCHC during the Outings.

3. If I decide to leave early and do not complete the Outings as planned, I assume all risks inherent in my decision to leave and waive all liability against the PCHC arising from that decision. Likewise, if the leader has concluded the Outings, and I decide to go forward without the leader, I assume all risks inherent in my decision to go forward and waive all liability against the PCHC arising from that decision.
4. Backpacking/hiking/camping are physical activities involving a large amount of walking and physical exertion. Participants must be in good general health, free from cardiovascular and respiratory disease, and have good exercise tolerance and that I get my physicians approval before commencing such activities.
5. To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY PCHC, its officers, directors, organizers, assistant organizers, employees, agents, and leaders from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of the PCHC, its officers, directors, organizers, assistant organizers, employees, agents, and leaders, in any way connected with these Outings.
6. I further agree to HOLD HARMLESS the PCHOA & PCHC, their officers, directors, organizers, assistant organizers, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on the Outings. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the Outings.
7. This agreement is intended to be as broad and inclusive as is permitted by law. If any provision of any part of any provision of the Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

By joining I freely and voluntarily assume all risks of such Injuries and Damages.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_