

Guest Release of liability Bear Valley Springs Association Assumption of Risk, Release from Liability, and Indemnification Agreement

Must be updated monthly for guests.

I am an adult, or the parent or guardian of a minor, who voluntarily seeks to participate in the Activities and/or Facilities Use within the Bear Valley Springs Association. As stated in the Association Rules, members, family members, guests and tenants use the facilities at their own risk. The Association assumes no responsibility for injury or accidents to persons, or damage or loss of property while using the facilities. This includes, but is not limited to, the following amenities: Beaubien Athletic Field, Campgrounds, Cub Lake Dog Park, Equestrian Center, Equestrian Riding & Hiking Trails, Gun Range, Historic Bear Valley School, Kawaiisu Historical Preserve, Four Island and Cub Lakes, Mulligan Room, Nature Path, Oak Tree Golf, Pool, Radio Controlled Model & Drone Flying Field, Tennis and Pickleball Courts, Oaks Restaurant/Oak Branch Saloon and the Whiting Center and Youth Sports Leagues/Teams.

1.The assumption of Risk:

I hereby acknowledge that my participation in the Activities/Facilities Use gives rise to a risk of bodily injury to myself and other hazards (including damage to or loss of personal property), and I further acknowledge that I knowingly and voluntarily assume the risk of the same.

2.Release from Liability:

I hereby fully RELEASE, WAIVE and DISCHARGE the Association, its members, directors, officers, representatives, administrators, clubs, agents, partners, employees, attorneys, insurers, successors and assigns (collectively referred to as "Association"), FROM ANY AND ALL LIABILITY based on, arising out of or occurring in connection with my participation in or the Association's provision or allowing the Activities/Facilities Use. For purposes of this Agreement, other than for gross negligence of the Association, the term LIABILITY shall refer to and include all past, present or future claims, damages, actions and causes of action, of whatever kind or nature, including, but not limited to, claims based on the active or passive negligence of Association, including wrongful death and other claims that may be filed on behalf of or for myself.

3.Indemnity:

I hereby agree to INDEMNIFY and HOLD HARMLESS the Association, its members, directors, officers, representatives, administrators, clubs, agents, partners, employees, attorneys, insurers, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES based on, arising out of or in connection with my participation in the Activity/Facility Use.

4.Emergency Medical Care:

By signing this form, I give my permission to the Association, its employees, agents and representatives, and/or the person or entity engaged to conduct the Activity, to obtain emergency medical care for me and/or the minor in my care, as is considered by them to be necessary.

Tract/Lot: _____

Printed Name of Minor: _____

Date: _____

Signature of Minor: _____

Phone: _____

Emergency Contact Name: _____

Print Name: _____

Emergency Contact #: _____

Signature of Adult: _____

Relationship: _____
