

# TERMS & CONDITIONS – LIABILITY WAIVER & RELEASE

## PLEASE READ CAREFULLY. BY SIGNING THIS FORM YOU ARE WAIVING ALL RIGHTS TO COMPENSATION IN CASE OF INJURY.

In consideration of Pali Mountain allowing me to attend and participate in a High/Low Ropes Course program/Quad Zip Line (the EVENT), I agree to the following Terms & Conditions:

In this agreement, the term PALI MOUNTAIN includes Pali Mountain, Pali Institute, Pali Overnight Adventures, O-Ongo, their employees, assistants, etc. and any and all co-sponsors and any other organizations or individuals who have any relation to the EVENT plus the heirs, successors and assigns, etc. of all of the abovementioned parties.

### Initials \_\_\_\_\_ **General Release**

In consideration of my participation in the EVENT, I hereby generally release PALI MOUNTAIN from any liability whatsoever related to my participation in the EVENT. I execute this release with the express intention of affecting the legal consequences provided by Section 1542 of the California Civil Code, that is, the release of all liability associated with the EVENT. I hereby state that I have read and understand the following statutory language of Section 1542 of the California Civil Code: A general release does not extend to claims, which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor. Having been so appraised, I hereby elect to and do assume the risk for claims heretofore or hereafter arising, known or unknown, from these releases and from my participation in the EVENT.

These terms and conditions are subject to the laws of the State of California and all disputes, which occur regarding this document, shall be resolved in accordance therewith in the venue of Los Angeles, California. This document represents the complete understanding of the parties and no modification of its terms shall be effective unless in writing and signed by both parties.

I acknowledge that I have been given the opportunity to ask questions regarding any aspect of the releases contained herein, and by signing below, do acknowledge that I have carefully and completely read and fully understand all aspects of the releases and agree to these terms in their entirety.

### Initials \_\_\_\_\_ **Voluntary Release**

I acknowledge I have been informed that the EVENT will include physically, emotionally and mentally demanding and stressful activities. I certify that I am physically, emotionally and mentally capable of engaging in these activities and that there are no medical or psychological conditions currently afflicting me, or which I have experienced in the past that would, if disclosed, cause PALI MOUNTAIN to deny my participation in the EVENT. I certify that I am not currently under the care of any physician, or if I am under the care of a physician I have reviewed the emotional intensity, hours and physical demands of this program with my health care professional(s) and have received their approval to attend this program and participate in full with no limitations whatsoever.

I acknowledge and fully understand that the demanding and stressful activities included in the EVENT may cause me to suffer serious physical injury, emotional distress, mental damage and/or even death. I do hereby hold harmless and forever release PALI MOUNTAIN from any liability whatsoever in the event that I sustain any physical injury, mental or emotional damage and/or even death as a result of my decision to participate in any activities of the EVENT.

### Initials \_\_\_\_\_ **Use of Proprietary Materials, Photography, Videography, Audio Recording, Written Records**

I understand and agree that it is the established policy of PALI MOUNTAIN that participation in the EVENT does not grant me any authority i) to use the PALI MOUNTAIN name or its logos; ii) to use the EVENT material in seminars or any public or commercial capacity; iii) to sell PALI MOUNTAIN products or materials; or iv) to in any way represent PALI MOUNTAIN without the prior written consent of PALI MOUNTAIN. I am strictly prohibited from engaging in photography, videotaping, or recording by any means the EVENT or any part thereof. Violation of any of these requirements will result in immediate action to protect proprietary materials.

It is further understood that I, the participant, do release any and all photographs, videotape, or other visual or sound recordings of my image, likeness, etc. as well as any written statements or materials I generate for use by PALI MOUNTAIN in any publication or other promotional purpose. I waive any and all rights of privacy, publicity or other rights of similar nature in connection with the above and the use by PALI MOUNTAIN of the audio and visual recordings or writings made, and I agree not to institute or maintain against PALI MOUNTAIN any claims or actions based upon the foregoing.

### Initials \_\_\_\_\_ **Additional Activity Voluntary Release including High Ropes, Paintball, Euro-Bungee, Quad Zip Line, and other Activities.**

I acknowledge that there is a risk of serious injury due to the physical, emotional and mental exertions associated with the high and/or low ropes course activities as well as paintball and Euro-Bungee activities. The ropes course, conducted high above the ground, involves a number of strenuous exercises to be

performed by participants before climbing, while climbing and after they have climbed the ropes course elements. I affirm that I am physically and mentally competent to decide whether or not to participate in these exercises. I may sustain a variety of injuries up to and including death, including but not limited to falling, bruises, broken bones, harm to the eyes or other critical locations, back injury or other serious injury. Paintball involves being shot at and shooting others with small hard balls containing paint that are propelled at high speeds using compressed CO2 gas. Paintballs can cause bruising, bleeding or other physical injury and if they come in contact with eyes or other vital parts of the anatomy can cause serious injury including but not limited to blindness and death. I also acknowledge there is a risk of serious injury due to the physical, emotional and mental exertions associated with standing, walking, running, moving, jumping or otherwise participating in many of the indoor and outdoor activities that might be included in the EVENT. I further acknowledge that there is a weight restriction of 200 lbs for Euro-Bungee and 250 lbs for Quad Zip Line.

By my endorsement below, I agree to release and hold harmless PALI MOUNTAIN for any liability whatsoever for any damage or injury, physical, emotional or mental, which I might incur as a result of my decision to participate in any activities associated with the EVENT.

### Initials \_\_\_\_\_ **Inherent Risks**

I acknowledge and understand that there are severe risks inherent in many of the activities that will take place during the EVENT.

By my endorsement below, I agree to release and hold harmless PALI MOUNTAIN for any liability whatsoever for any damage or injury, personal or mental, which I might incur as a result of my voluntary decision to participate in the EVENT.

### Initials \_\_\_\_\_ **Assumption of Risks**

All participation is voluntary and I am free to discontinue participation or not participate at any time. I hereby assume all risks associated with my participation in the above-referenced exercises, and any other exercises which may be included during the EVENT, and agree to release and hold harmless PALI MOUNTAIN for any damage or injury I may suffer as a result of my participation in the EVENT. I hereby waive, release and discharge any and all claims for damages, personal injury, or property damages or any actions of any kind which may hereafter accrue to me or to any other person as a result of my decision to participate in the EVENT.

### Initials \_\_\_\_\_ **Entire Agreement.**

This is the entire agreement. Any other representations, statements, writings, or other material are superseded by this agreement. Should any part of this agreement be found unenforceable, the remainder shall continue in full force and effect. This agreement may only be amended by written agreement executed by all parties.

### **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN:**

Initials \_\_\_\_\_ I HEREBY EXPRESSLY ASSUME ALL RISKS associated with my participation in the EVENT including all risks associated with the above and any other activities that might be included in the EVENT.

Initials \_\_\_\_\_ Despite my understanding of the foregoing risks, I AGREE NOT TO SUE AND TO RELEASE FROM LIABILITY AND TO DEFEND, INDEMNIFY AND HOLD HARMLESS PALI MOUNTAIN for any damage or injury arising out of my participation in the EVENT regardless of the cause, including NEGLIGENCE.

Initials \_\_\_\_\_ I understand that the foregoing is a LIABILITY RELEASE that is legally binding on me, my heirs & assigns and my legal representatives, and I sign it of my own free will.

Please sign below indicating that you have read, understood and agree to all terms and conditions above.

\_\_\_\_\_  
Signature indicating I have read, understood and agree to all terms print name date For persons under 18 years of age, Parent or Guardian please sign below indicating that you have read, understood and agree to all terms and conditions above on behalf of yourself and your child.

You are signing as their legal representative and waiving rights on their and your behalf relating to the EVENT.

\_\_\_\_\_  
Child's name (first last)

\_\_\_\_\_  
Parent/guardian print name (first last)

\_\_\_\_\_  
Signature of parent or guardian

Date \_\_\_\_\_