

TERMS & CONDITIONS – LIABILITY WAIVER & RELEASE

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

I, the undersigned, hereby acknowledge and agree to the below terms and conditions, liability waiver and release related to my attendance at and participation in the _____ event (hereinafter referred to as the "EVENT") referenced at the end of this document. The below referenced "EVENT" and any activities while at Pali Mountain, Pali Mountain Conference Center, Inc, Piper Sales and Marketing Inc., Granite Summit Inc., O-ongo Inc., Pali Institute Inc., & Pali Camp (hereinafter referred to as "PALI") and includes their employees, assistants, and any other individuals present on behalf of "PALI" their heirs, successors and assigns of all of the aforementioned parties.

It is understood the terms and conditions and liability waiver and release apply for the duration of the "EVENT" and/or while on "PALI" property, when on my own at "PALI", and when in attendance as part of the group referenced at the end of this document.

Initials _____ General Release

In consideration of my attendance at "PALI" and participation in the "EVENT", I hereby generally release "PALI" from any liability whatsoever related to my attendance and participation in the "EVENT".

I agree to 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 San Bernardino County, 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 and conditions 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" 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 and considered 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" 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" that participation in the "EVENT" does not grant me any authority to use the "PALI" name or its logos; ii) to use the "EVENT" material in seminars or any public or commercial capacity; iii) to sell "PALI" products or materials; or iv) to in any way represent "PALI" without the prior written consent of "PALI". 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, as well as any written statements or materials I generate for use by "PALI" 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" of the audio and visual recordings or writings made, and I agree not to institute or maintain against "PALI" any claims or actions based upon the foregoing.

Initials _____ Additional High-Risk Activity Voluntary Release

I acknowledge that there is a risk of serious injury due to the physical, emotional and mental exertions associated with any of "PALI's" high and/or low ropes course activities and several other activities including but not limited to paint ball, archery, sledding, hiking, swimming and zip line 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 further acknowledge that there is a minimum age restriction of 6 years old and a weight restrictions of 60 - 285 lbs for the Dual & Triple Swing & Zip Line. There is a minimum age restriction of 6 years old and weight restrictions of 60 - 300 lbs on all other ropes course elements. There is also a minimum age restriction of 9 years old for paintball. 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 but not limited to, death head injuries, loss of limb, blindness, bruises, broken bones, harm to the eyes or other critical body parts, back injuries and other serious injury. Paint ball involves being shot at and shooting others with small hard balls containing paint that are propelled at high speeds using compressed CO2 gas. I agree to release and hold harmless "PALI" 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.

I agree to release and hold harmless "PALI" for any liability whatsoever for any damage or injury, personal, emotional or mental, which I might incur as a result of my voluntary decision to attend this "EVENT" at "PALI" and/or 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 any and all activities, and any other exercises or activities which may be included during the "EVENT", and agree to release and hold harmless "PALI" for any and all damages or injuries I may suffer as a result of my attendance at and participation in the "EVENT". I 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. I understand and agree there are risks associated with being on the property which is located in the mountains in Southern California. Such as uneven or rugged terrain including but not limited to, woods, trails, grass, turf, asphalt, concrete, rocks, mud, leaves and pine needles. I understand that "PALI" experiences all seasons, weather and various natural disasters, some of which can be severe including but not limited to: ice snow, rain, sleet, fog, wildfires, storms, and mudslides. I understand and agree that "PALI" takes appropriate and reasonable precautions to help ensure the safety of our guests and staff, such as clearing snow, debris, salting and sanding schedules for ice, and overall general maintenance of the property, however being that we are in mountain wilderness not all weather and weather related challenges can consistently be avoided or prevented. I understand and agree that if I see a need for or have a request such as additional salt on stairs or snow cleared from a walk way I will notify "PALI" staff as soon as possible to address. Furthermore, I read and understood the information provided and items suggested I bring outlined within the "PALI" packing list and rules and regulations. I understand it is my responsibility to abide by the rules and bring any recommended personal items to help make my stay comfortable and safe. ***If I am a group leader or organizer of the "EVENT" I understand and agree it is my responsibility to provide all such information to any and all attendees. I understand and agree it is my responsibility to obtain and confirm with my group attendees they understand and agree to the contents of this document. I understand I can request additional copies of this document and that it is my responsibility to provide this document to each of my group attendees for them to review and sign. I understand it is my responsibility to provide any other informational documents to my group attendees to review, such as the packing list and rules and regulations provided to me. I understand it is my responsibility as the group leader and/or organizer of the "EVENT" to provide all signed documents to "PALI" staff prior to the event. And if any attendees have any questions I will notify "PALI" staff as soon as reasonably possible to discuss.

I hereby waive, release and discharge any and all claims for damages, any 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" for any and all damages or injuries arising out of my attendance at and participation in the "EVENT" regardless of the cause, including NEGLIGENCE.

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

By signing below I am indicating that I have read, understood and agree to all TERMS & CONDITIONS outlined within this document. I further agree by signing below that I have read, understood and agree this document also serves as a LIABILITY RELEASE & WAIVER.

Printed Name of Participant: _____

Signature of Participant: _____ Date: _____

Group Name: _____

Emergency Phone #: _____

(*For participants under 18 years of age, all parents and/or legal guardians need to provide participants name above and sign on behalf of the participant. Please also provide your name(s) and signature(s) below. By signing your understand and agree that you signing as their legal guardian(s) and/or parent(s) and waiving their rights and your rights on their behalf relating to the content of this document and this "EVENT".)

All Legal Guardian(s)/Parent(s) of minor participant:

Printed Name: _____ Date: _____

Signature: _____

Printed Name: _____ Date: _____

Signature: _____