

CENTRAL COAST OUTDOORS
Waiver and Release of Liability,
Assumption of All Risks, and Arbitration Agreement

PLEASE BE CERTAIN TO READ AND SIGN. THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS.

Name: _____ Trip: _____ Trip Date: _____

RELEASE AND ASSUMPTION OF ALL RISKS

CENTRAL COAST OUTDOORS is not liable for any negligent or willful act or failure to act of any third party or entity not owned or operated by **CENTRAL COAST OUTDOORS**, including, but not limited to, lodging facilities, other transportation companies, other food service providers, equipment suppliers, babysitters or daycare providers, etc.

In addition, I acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip to which I may subsequently transfer). I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: negligence on the part of **CENTRAL COAST OUTDOORS**; physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, canoe, kayak, bicycle, ski, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; civil unrest; terrorism; criminal activity; dangers associated with wild or other animals; breakdown or failure of bicycles or other equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; and stolen, lost, or misplaced luggage or property. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.

I acknowledge that the cost of all **CENTRAL COAST OUTDOORS** trips is based upon trip participants executing this agreement. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby **RELEASE AND DISCHARGE FOREVER CENTRAL COAST OUTDOORS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP TO THE MAXIMUM EXTANT PERMITTED BY LAW**. I voluntarily agree that this agreement shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release **CENTRAL COAST OUTDOORS** from any and all liabilities to the maximum extent permitted by law.

MISCELLANEOUS MATTERS:

I understand that **CENTRAL COAST OUTDOORS** reserves the right to take photographic or film records of any of its trips and hereby agree that **CENTRAL COAST OUTDOORS** may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom **CENTRAL COAST OUTDOORS** may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my likeness might be used by **CENTRAL COAST OUTDOORS**. I understand **CENTRAL COAST OUTDOORS** agrees not to use my name in association with any photographic or film records, unless given specific permission by me.

I understand that **CENTRAL COAST OUTDOORS** reserves the right to refuse as a trip participant, or remove from a trip, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines to detract from the enjoyment of the trip by others. I agree to follow all written and verbal rules of safety presented to me by **CENTRAL COAST OUTDOORS**.

KNOWING AND VOLUNTARY EXECUTION:

I have carefully read and fully understand the contents and legal ramifications of this Agreement as well as all the conditions as stated in the **GENERAL INFORMATION** section of the current **CENTRAL COAST OUTDOORS** website, including those regarding cancellation and refund policies. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signature: _____ Date: _____ Print Name: _____

Parent or Guardian of a Minor:

I, as a parent or guardian of the below named minor(s), hereby give my permission for my child(ren) or ward(s) to participate in the trip and further agree, individually and on behalf of my child(ren) or ward(s), to the terms above.

Name of Minor: _____ Signature of Releasor: _____ Dated: _____

**PLEASE NOTE: No additions, deletions, or changes can be made to the release form, and signing it is a requirement for joining the trip.

*****ONE FORM PER PERSON*****