

HOLD HARMLESS AGREEMENT AND DISCLAIMER

This Hold Harmless Agreement and Disclaimer (“Agreement”) is entered on the date below between the “Participant”, the respective “Parent/Guardian”, and Poway Backpackers (“Organizer”), to provide services set forth herein for the High Sierra Backpack Trip, July 28 – August 5, 2024.

1. Services: The organizer offers a highly adventuresome, outdoor experience with obvious risks involved. Hundreds of participants have undertaken this activity, with Poway Backpackers, without the occurrence of a serious injury. All conceivable precautions are taken to ensure a safe and enjoyable experience. However, the participants in this program, and their parents, understand that injuries can still occur.

2. Release: The undersigned, for themselves and their respective spouses, attorneys, principals, agents, successors, assignors, heirs, executors, if any, hereby release, remise, and forever discharge Poway Backpackers (Organizer), spouses, attorneys, directors, officers, employees, shareholders, principals, agents, successors, assignors, affiliates, heirs, executors, administrators, if any, and all other persons and entities, whether individual, corporate, or otherwise, who are or may become liable in any fashion for any or all liabilities or claims arising from or related to the Participant’s participation in the trip, or claims which were or could have been set forth or asserted of and from any and all claims, judgments, demands, causes of action, suits, actions, controversies, counterclaims, third-party, actions, proceedings, or liabilities of any kind or nature whatsoever, without exception, known or unknown, accrued or unaccrued, whether in law or in equity, and whether in contract, warranty, tort or otherwise, which either, jointly or severally, ever had, now has or may have, claim, allege or assert, relating to or arising from the Participant’s participation in the trip.

3. Knowledge of CA. Civil Code 1542: Each party and signatory to this Agreement has been informed of and has read and is familiar with section 1542 of the Civil Code of the State of California which provides as follows:

“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 by him must have materially affected this settlement with the debtor.”

4. Waiver of CA. Civil Code 1542: Each party and signatory to this Agreement hereby waives and relinquishes all rights and benefits they have or may have under section 1542 of the Civil Code of the State of California to the full extent that they may lawfully waive all such rights and benefits pertaining to the subject matter of this Mutual Release.

ORGANIZER IS NOT RESPONSIBLE FOR THE ADMINISTRATION OR SUPERVISION OF PRESCRIPTION OR OTHER MEDICATION REQUIRED BY PARTICIPANT DURING THE TRIP.

ORGANIZER DOES NOT PROVIDE INSURANCE FOR PARTICIPANT DURING THE COURSE OF THE TRIP AND IT IS THE SOLE RESPONSIBILITY OF THE PARTICIPANT AND/OR PARENT/GUARDIAN TO PROVIDE FOR THE PAYMENT OF ANY EXPENSE RESULTING FROM INJURY INCURRED DURING THE TRIP. ORGANIZER IS UNDER NO OBLIGATION TO EXTEND PAYMENT FOR ANY MEDICAL SERVICES RENDERED TO A PARTICIPANT DURING THE TRIP. PARTICIPANT AND PARENT/GUARDIAN ARE STRONGLY ENCOURAGED TO OBTAIN INSURANCE FOR PARTICIPANT FOR THE TRIP IF SUCH INSURANCE IS NOT ALREADY IN PLACE.

This Agreement represents the complete understanding between Participant/Parent/Guardian and Poway Backpackers (Organizer) and no modification of the terms of this Agreement, whether verbal or written, shall be effective unless signed in writing by an authorized party representing Participant/Parent/Guardian and Organizer. All disputes relating to this Agreement shall be resolved by binding arbitration conducted in San Diego, California under the rules of the American Arbitration Association before a retired Federal Judge who, in addition to other remedies, shall have authority to award attorneys’ fees and costs to the prevailing party. The decision resulting from such arbitration may be entered into court of competent jurisdiction.

PRINT and SIGN:

Participant _____ Participant _____ Date _____
Parent/Guardian _____ Parent/Guardian _____ Date _____