

**Santa Barbara Newcomers Club**

**ACCIDENT WAIVER AND RELEASE OF LIABILITY**

I WOULD LIKE TO PARTICIPATE IN THE ACTIVITIES OF THE Santa Barbara Newcomers Club (the “Club”). I understand that I will be participating in activities in developed and undeveloped areas, on land and on the water, in and surrounding Santa Barbara with other member of the Club. I also understand that the Club and its Committees (the “Committee”) selects locations, and destinations based on general information available to the general public and that neither the Committees nor the officers of the Club visit the locations or sites to determine their suitability for me or any other participant. I am aware that risks of participating in these activities include the risk of physical injury and or death caused by, but not limited to, terrain, temperature, weather, equipment, vehicular traffic, over-exertion, my own physical condition, and, actions of other people including, but not limited to other participants, members of the Committee, officers of the Club and volunteers.

I certify that I am in good health, physically fit, and capable of extended physical activity in the out-of-doors, and have not been advised otherwise by a qualified medical person. I acknowledge that the Club may, and shall, rely on this certification by me of my physical condition.

I acknowledge that this Accident Waiver and Release of Liability when executed by me will be used by the Club, the Committee, event sponsors and organizers for any and all Santa Barbara Newcomers Club activities in which I participate and further acknowledge that it will govern my actions and responsibilities at any and all such Club activities. This Waiver and Release shall remain in full force and effect throughout my entire Club membership.

In consideration of being permitted to participate in Club activities, I hereby take this action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) I Waiver, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kinds which may hereafter occur to me, the Santa Barbara Newcomers club, its officers, directors and members, representatives, and or agents; (B) I do, and agree to , Indemnify and Hold Harmless the aforesaid entities and individuals for myself, my heirs, executors, administrators, legal representatives, assignees and successors in interest (collectively “Successors”). I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE TO INDEMNIFY AND NOT TO SUE THE RELEASEES, SPONSORS, AND ORGANIZERS FROM ANY AND ALL CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEE’S OWN NEGLIGENCE which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of my participation in or association with the Club activities, including without limitation travel to or return from Club events.

This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illness during Club activities. I hereby certify that I am eighteen (18) years of age or older and that I have read this document and that I fully understand its content.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Person to contact in case of emergency:

Name & Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

9/1/03