

BIG BEAR HIKING ADVENTURES, LLC

RELEASE AND WAIVER OF LIABILITY

The purpose of this Release and Waiver of Liability is (1) to inform you of some of the risks that you assume by participating in one of our hiking adventures, and (2) to release Big Bear Hiking Adventures (“BBHA”) from any liability for any injuries, losses, or damages of any kind that may arise out of your participation on a hike with BBHA.

There are always risks when you go hiking in the kinds of wilderness areas in which we hike. These include the possibility that you will fall and sprain an ankle, break a leg or an arm, be scratched, have a concussion, or experience even more serious injury, including disability or death. Hikers are also exposed to possible lightning strikes, wind, rain, attacks by wild animals, insect bites (which may carry infectious diseases), bee stings, and exposure to poisonous plants. Hikers can also experience heat exhaustion, dehydration, and sun burn. There are no medical facilities on the trails we hike. As a result, an injury on a hike can become more serious while medical help is summoned.

In consideration of being allowed to participate in a BBHA hiking adventure, I hereby agree that:

1. Participating in a BBHA hiking adventure involves risks, including but not limited to those listed above. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF BBHA OR ANY OF ITS EMPLOYEES, VOLUNTEERS, MEMBERS, MANAGERS, OR AGENTS, OR FROM OTHER HIKERS (TOGETHER, THE “INDEMNIFIED PERSONS”). I acknowledge that BBHA does not carry insurance to cover any injuries I may suffer or incur.

2. I do not have any reason to believe that I am physically incapable of participating in the proposed BBHA hiking adventure.

3. On behalf of myself and my heirs, assigns, next of kin, personal representatives, estate and any other persons claiming through me, **I HEREBY WAIVE, RELEASE AND AGREE TO INDEMNIFY AND HOLD BBHA AND THE OTHER INDEMNIFIED PERSONS HARMLESS** from any claims for injuries, losses, damages or liability of any kind, including disability or death, even if arising from the negligence of BBHA or any other Indemnified Person, to the fullest extent permitted by law.

I have read and understand this Release and Waiver of Liability. I understand and agree that I have given up substantial rights by signing this Release and Waiver of Liability. I certify that I am signing this Release and Waiver of Liability voluntarily and without coercion. This Release and Waiver of Liability shall be governed by the laws of the State of California.

_____ Date of Hike: _____
Print Name of Hiker
_____ Age of Participant: _____
Signature of Hiker
Emergency Contact Person / Phone Number: _____

FOR PARENTS / GUARDIANS OF HIKERS WHO ARE UNDER 18 YEARS OF AGE

I am the parent / guardian with legal responsibility for the hiker named below who is under 18 years of age. I am signing this Release and Waiver of Liability on behalf of myself, as parent/guardian for this hiker, and on behalf of and in the name of this hiker.

_____ Date of Hike: _____
Print Name of Hiker
_____ Age of Participant: _____
Print Name of Parent/Guardian
_____ Signature of Parent/Guardian
Emergency Contact Person / Phone Number: _____