

San Francisco Bay Chapter of the National Speleological Society



ASSUMPTION OF RISK, RELEASE FROM LIABILITY and AUTHORIZATION

PLEASE CAREFULLY READ THIS AGREEMENT AND SIGN IT ON THE NEXT PAGE TO SHOW YOU AGREE.

In consideration for participating in or associating in any way with the activities of the San Francisco Bay Chapter of the National Speleological Society, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (all of the foregoing hereinafter collectively "SFBC"), I hereby agree to release and discharge the SFBC, on behalf of myself, my children, partner, spouse, parents, heirs, assigns, and estate as follows:

1. VOLUNTARY PARTICIPATION: I am aware that caving contains inherent risks of injury to me personally and damage to my equipment. These risks can cause serious injury or death, and may be caused by: road, trail and backcountry hazards traveling to and from caves; variable conditions which may be found in caves; equipment failure or misuse; weather; my own negligence; or the negligence of others. Caving is hazardous because even if the caver is knowledgeable, environmental conditions found in caves, such as: variable water levels; loose, unstable or slippery rock; cold temperatures; and uncertain air quality, may each lead to dangerous situations. In addition, injury can occur due to equipment failure or misuse, my negligence, the actions of another caver within my party, or of third parties, which may be present. While the SFBC may at its discretion require demonstration of proficiency with rope techniques and with the use of various caving or climbing equipment or techniques prior to allowing an individual to participate in certain trips, the responsibility for the proper use of such equipment or techniques must remain with each individual. Failure by the caver to use or maintain equipment properly can result in serious injury or death. I am aware that both my caving and non-caving related activities entails significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties.
2. ASSUMPTION OF RISK: With knowledge of these risks existing in these activities, both known and unknown, I agree that I am voluntarily assuming and accepting all risks of personal injury or death and all claims of any kind or nature that I might have as a result of, or arising out of my participation in any SFBC trip or event. My participation in these caving activities is voluntary, and I elect to participate in these activities in spite of the risks.
3. RELEASE OF LIABILITY: I voluntarily release, forever discharge, and agree to indemnify and hold harmless the SFBC from any and all claims, demands, or causes of action, which are in any way connected with my participation in these caving activities, including any such claims which I, my children, parents, heirs, assigns, personal representative and estate have or may have that allege ordinary negligent acts or omissions of the SFBC I UNDERSTAND THAT THIS RELEASE INCLUDES ALL CLAIMS AGAINST THE SFBC ARISING FROM SFBC'S ORDINARY NEGLIGENCE, EVEN IF IT IS SOLELY OR SEPARATELY NEGLIGENT.

4. MEDICAL RELEASE: I hereby release and forever discharge the SFBC from any claim whatsoever that arises or may arise on account of any first aid, treatment, or medical service, including the lack or timing of same, rendered in connection with my caving activities.
5. INSURANCE: I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical condition which could interfere with my safety while participating in these activities, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.
6. INTERPRETATION: I agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this release shall be governed by and interpreted in accordance with the laws of the State of California. In the event any provision of this agreement is held invalid by a court, that shall not otherwise affect the enforcement of the remaining provisions. This release shall govern any caving activities I do with the SFBC from and after this date, whether I sign a new release or not.
7. KNOWING AND VOLUNTARY EXECUTION: I have carefully read this agreement and fully understand its contents. I AM AWARE THAT THIS IS A CONTRACT BETWEEN MYSELF AND THE SFBC AND CONTAINS AN ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND AUTHORIZATION, AND I SIGN IT OF MY OWN FREE WILL. By signing this agreement, I certify that I am eighteen years of age or older or have delivered the consent of my parent or guardian to the SFBC. I affirm that I have been given adequate time for my satisfactory review of this agreement and to ask questions about this agreement to my satisfaction, and I understand that the terms of this agreement will control over any contrary oral or other written agreement or statement.

NSS #:

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First Name:

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Last Name:

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DOB:

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Home Address:

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Phone Number:

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Email:

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Emergency Contact:

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Emergency Contact Phone #:

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Signature of Participant:

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Signature of Parent if Participant is under 18 years: