

**ADULTS ONLY WAIVER
READ BEFORE SIGNING**

**Tuolumne Lumber Jubilee
ADULT WAIVER AND RELEASE OF LIABILITY**

IN CONSIDERATION of being permitted to participate in any way in the Tuolumne Lumber Jubilee sports and recreation program and related activities I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGEMENT, agree and represent that I understand the nature of events and related activities and that I am qualified, in good health, in proper physical condition to participate in such an activity and willing agree to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity. If I decide to leave early and not complete the activity, I assume all risks inherent in my decisions to leave.

2. FULLY UNDERSTAND that: (a) lodging events and related ACTIVITIES INVOLVING RISKS AND DANGERS TO DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PARALYSIS, AND DEATH; (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) There may be other RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable

at this time; I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the activity.

3. HEREBY RELEASE, DISCHARGE, AND CONVEY NOT TO SUE the Tuolumne Lumber Jubilee, Black Oak Casino, its sponsors, the County of Tuolumne, and the Tuolumne Park and Recreation District, administration, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisement, and if applicable, the owners and lessors of premises on which the activity takes place, (each considered one of the "RELEASEES" heirs) FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION; AND I FURTHER AGREE that if despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTIONS OF RISK, AND or anyone on my behalf, makes a claim against any of the releases, I WILL INDEMNIFY AGREEMENT, SAVE, AND HOLD HARMLESS EACH OF THESE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such a claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OR ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

NAME(print) _____ DATE OF BIRTH _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____

EVENT(S) PARTICIPATING IN _____

DATE _____ ADULT SIGNATURE _____