



Trek Waiver – Please read carefully. You will have to sign this at registration

In consideration of the acceptance of my application for participation in the TREK, I hereby waive and release any and all claims for damages, for death, personal injury or property damage which I may have, or which may hereafter accrue to me, as a result of my participation in this event. Breathe California of Sacramento-Emigrant Trails (BCSET), will NOT pay for medical expenses, wages lost, pain, distress, property damage, or any other damages. This release is intended to discharge in advance BCSET, the sponsors, volunteers, anyone contributing services, the municipalities through which the TREK will take place (and their agents and employees), as well as any other person connected with the TREK, their heirs, executors, successors, administrators and assigns for any and all liability arising out of or connected in any way with participation in said event. I also release the Napa County Fairgrounds from any and all claims of damage of personal property, including vehicle damage, arising before, during, or after the TREK. I agree that BCSET has the authority to make any decision necessary for the safety or morale of the entire group, including removing people from the TREK.

I AM AWARE THAT PARTICIPATION IN A TREK INVOLVES HAZARDOUS ACTIVITIES. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH.

If I begin to ride on any day before or after the appointed time or place, I realize that the route may not be marked and I am responsible for the route I take. I also realize that there will be no support vehicles and I must take care of myself in case of an accident. I hereby waive and release BCSET from any consequences arising from my early or late departure.

I hereby agree to assume those risks and to release all of the persons or entities mentioned above who might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns. The naming of any parties in this release is not intended to imply that they are joint ventures or have any right of control of the TREK's participants.

I hereby release full usage of all photographic images to BCSET. It is understood that these images become the property of BCSET and may be used in marketing materials, including but not limited to print collateral and digital media. It is further understood that no compensation will be provided for the use of these images. I understand that all photographic images are the sole property of BCSET. (If you refuse to release usage of your image to BCSET as stated above, strike this paragraph.)

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND BREATHE CALIFORNIA OF SACRAMENTO-EMIGRANT TRAILS AND/OR ITS AFFILIATED ORGANIZATIONS AND SIGN IT OF MY OWN FREE WILL.