User Release and Waiver of Liability Form

This Release and Waiver of Liability (the 'Release') executed on **(DATE)**_____

by **(NAME of Volunteer/Participant/Athlete/Trail User)** _____ releases Crafton Hills Open Space Conservancy (CHOSC), a nonprofit 501(c)3 corporation organized and existing under the laws of the State of California, and each of its directors, officers, and agents, from liability. The Volunteer/Participant/Athlete/Trail User (henceforth, "User") desires to provide services for CHOSC and/or engage in activities related to serving as a User. **The** User understands that the scope of his/her use is without compensation and that CHOSC will not provide any benefit traditionally associated with employment to the User; and that User is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of their engagement with the CHOSC.

1. Waiver and Release: I, the User, release and forever discharge and hold harmless CHOSC and CHOSC'S successors, and absolve from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the services I provide to CHOSC. I understand and acknowledge that this Release discharges CHOSC from any liability or claim that I may have against CHOSC with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to CHOSC, or that may occur while I am a User.

2. Insurance: Further, I understand the CHOSC does not assume any responsibility or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of CHOSC beyond what may be offered freely by CHOSC in the event of such injury or medical expenses incurred by me.

3. Medical Treatment: I hereby release and forever discharge CHOSC from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with any emergency during my tenure as a User with CHOSC.

4. Assumption of Risk: I understand that the services I provide to CHOSC may include activities that may be hazardous to me, including trail work, injuries from animals, natural environment exposure, or hazardous activities involving inherently dangerous activities. As a User, I hereby expressly assume the risk of the injury or harm from these activities and release CHOSC from all liability for injury, illness, death, or property damage resulting from the services I provide as a User.

5. Photographic Release: I grant and convey to CHOSC all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by CHOSC in connection with my User status with CHOSC.

6. Other: As a User, I expressly 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. I agree that in the event that any clause or provision of this release is deemed invalid, the enforceability of the remaining provisions of this release shall not be affected**. By signing below, I express my understanding and intent to enter into this release and Waiver of Liability willingly and voluntarily.**

_____ _____

PRINT NAME **SIGNATURE**

_____ _____ _____

DATE **AGE** **USAGE (ie; Volunteer, Athlete…)**

_____ _____

EMAIL **PHONE**

☐ **Please check the BOX if you would like to be included on our mailing list for CHOSC EVENTS and OPPORTUNITIES!**