

WESTMONT COLLEGE
Participant's Release, Waiver of Liability, Assumption of Risk,
and Indemnity Agreement

In consideration of being permitted to participate in the **Trailhead 2021 Program** being held on the dates of June 20 through June 26, 2021 at Westmont College, I, on behalf of myself, my executors, heirs, administrators and assigns, hereby voluntarily agree to release, waive, discharge, hold harmless, and agree not to sue Westmont College, its trustees, officers, employees, agents, and volunteers, for any and all claims, damages, costs, attorney's fees, or causes of action which I have or may have in the future that arise as a result of damages, injuries, including death, relating or arising out of or incident to any negligent act or omission by Westmont College, its trustees, officers, employees, agents, and volunteers, or by other participants in the **Trailhead 2021 Program**. I knowingly and voluntarily give up valuable legal rights, including the right to sue.

Additionally, I agree to indemnify and defend Westmont College, its trustees, officers, employees, agents, and volunteers for any and all claims, damages, costs, attorney's fees, or causes of action that arise as a result of damages, injuries, including death, relating or arising out of or incident to any act or omission by me.

I understand and agree that there are risks of harm associated with participating in the **Trailhead 2021 Program, which may give rise to death or bodily injury, and/or property damage. These risks may include, but are not limited to, diseases, including Covid-19 and variants of Covid-19, slips and falls, broken bones, sprained joints, contusions, cuts and scrapes, insect bites, animal bites, and diseases associated with insect and animal bites, poison oak, dehydration, food poisoning, drowning, heat stroke, traffic accident, sun exposure, earthquake, fire, smoke, flood, earth movement, and tsunami.** I further understand and agree that there may be risks and dangers not known or reasonably foreseeable at this time. I understand and agree that included within the scope of this waiver and release is any cause of action, arising from the performance of or the failure to perform maintenance, inspection, supervision or control of the **Trailhead 2021 Program**, or the failure to warn of existing dangerous conditions not known to or reasonably discovered by Westmont College, including all acts of negligence of Westmont College. I, the negligence of others, or by the negligence of Westmont College, its trustees, officers, employees, agents, and volunteers, may cause these risks and dangers. I knowingly and voluntarily assume full responsibility for these risks arising out of or related to my participation in **Trailhead 2021 Program**.

I HAVE CAREFULLY READ, AND I UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS AGREEMENT, AND THAT THIS AGREEMENT REPRESENTS A CONTRACT BETWEEN WESTMONT COLLEGE AND MYSELF. I HAVE AGREED TO SIGN THIS AGREEMENT OF MY OWN FREE WILL.

*Signature:

Date:

(parent or legal guardian if under 18)

Print name: