

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ IT CAREFULLY AND THOROUGHLY UNDERSTAND ITS RAMIFICATIONS BEFORE SIGNING WHICH WILL BE EVIDENCED AND ACKNOWLEDGED BY YOUR SIGNATURE AND INITIALS SET FORTH BELOW. DO NOT SIGN IT OTHERWISE.**

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

Please PRINT CLEARLY and fill in all blanks:

Participant's Name: \_\_\_\_\_ Male: \_\_\_\_ Female: \_\_\_\_

Participant's Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Participant's Home Address: Street \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Participant's Home Phone Number: \_\_\_\_\_

Email address if you want to receive promotions and updates: \_\_\_\_\_

Emergency Contact (even if present today): Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cellular Phone Number: \_\_\_\_\_

Special Needs or Circumstances: \_\_\_\_\_

\_\_\_\_\_ ,

DUTY OF PARTICIPANTS: Some recreational activities conducted by Good Sports Plus Ltd., a California corporation doing business as Champions ("Champions") may be hazardous to and create risks for participants. All participants have an obligation and duty to act as a reasonably prudent person when participating and engaging in the recreational activities offered by Champions. If a participant cannot abide by the foregoing, the participant should not join in the activities and should advise the on-site representative of Champions at once. The on-site representative of Champions will determine in their sole judgment how to proceed.

I/We, the undersigned, hereby promise, covenant and agree:

- a) to immediately, fully and diligently follow the directions and instructions of the on-site representative of Champions.
- b) not to act in any way which shall interfere with the running or operation of rock climbing, kayaking, mountain biking or any other activity (the "Activities") when such activities are conducted by Champions.
- c) not to act in any way which shall interfere with Champions or the on-site representative of Champions and their administration, the supervision or the conduct of the Activities or Champions' business.
- d) not to use any of Champions' equipment or facilities or services if I do not have the ability to use such facilities, equipment, or services safely without instructions and until I have requested and received sufficient instruction to permit safe usage as determined by Champions.
- e) not to use any of Champions' equipment or facilities or services without the permission of the on-site representative of Champion or after any prior permission has been revoked.
- f) not to engage in any dangerous, unsupervised or harmful conduct or willfully or negligently engage in any type of conduct which threatens or contributes to or causes injury to any person including myself during, before or after the Activities have commenced.
- g) not to embark in any self-initiated activity without first informing the on-site representative of Champions of my intentions and receiving permission from Champions to engage in such self-initiated activity.

- h) not to violate the foregoing and/or any other rules of Champions and shall allow the on-site representative of Champions, at their sole discretion, to terminate my participation in the Activities. There will be no refund or pro ration of any fee in the case of termination.

ACKNOWLEDGMENT AND ACCEPTANCE OF RISK: The undersigned fully understands and acknowledges that the activity which the Participant is about to voluntarily engage in as a participant and/or volunteer bears certain known/unknown risks and unanticipated risks or chances for accidents which could result in injury, disability, death, illness or disease, physical or mental, or damage to the Participant, to the Participant's property, or to spectators or other third-parties. The undersigned fully and completely accepts and assumes all responsibility and risk for injury, disability, death, illness, or disease, or damage to the Participant and the Participant's property. Participation in the Activities is purely voluntary; no one is requiring or forcing the Participant to participate, and the undersigned elects to freely and knowingly participate in spite of all known and unknown risks and possibilities of adverse consequences. The undersigned further acknowledges that without the foregoing statement, Champions would not have agreed to allow Participant to participate in the Activities.

PICTURES AND PUBLICITY: All likenesses, pictures, videos and recordings of any type or nature no matter the format, taken or produced in connection with the Champions' programs are the sole and exclusive property of Champions and may be used in any promotional materials or in any publicity endeavors. The undersigned grants permission for the foregoing use without the need for any further consent, payment or signed release.

RELEASE: In consideration of the services and/or property provided, the undersigned for myself and any minor children for which I am the parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns, do hereby fully release and hold harmless Champions, its principals, directors, shareholders, officers, agents, employees, and volunteers from any and all liability, expense (including attorney's fees), loss or charge associated with the Activities, and further waive any cause of action (whether in tort, contract or strict liability) or complaint for any damage whatsoever arising from or related to any cause whatsoever (except that which is gross negligence or intentional misconduct solely by Champions). I further agree to indemnify, defend and/or reimburse Champions for any and all attorney's fees and costs Champions or its principles, directors, shareholders, officers, agents, employees, and volunteers may incur should I bring legal action against Champions and lose. Champions shall not have had to incur any costs to claim the benefits of this indemnity. The release, waiver, indemnity, right of defense and reimbursement shall survive the termination of the Activity and have no limit in scope or duration. The undersigned specifically and knowingly releases all rights under California Civil Code Section 1542 which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

ENTIRE AGREEMENT: I understand that this is the entire agreement between myself and Champions, its agents or employees, and that it cannot be modified or changed in any way by the representatives or statements of any employees of Champions or by me unless in a writing signed by the president of Champions.

My(Our) signature(s) below indicates that I/We have read this entire document and understand it completely and agree to be bound by its terms.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT  
DATE: \_\_\_\_\_

\_\_\_\_\_  
PARENT/GUARDIAN (if Participant is under 18)  
DATE: \_\_\_\_\_