

## **Assumption of Risk and Release of Liability Agreement**

A "Reunion" from September 3, 2010 to September 8, 2010 (including bus tours from September 4, 2010 to September 8, 2010 to Monterey, Carmel, San Francisco, Yosemite, Mammoth Lakes Basin, Mammoth Mountain, Mono Lake, Reno, Virginia City, Lake Tahoe, etc., and the surrounding areas) has been arranged and coordinated by a committee of the TFGH 1968 class ("the Committee"). I choose to participate in some or all parts of the Reunion voluntarily. In consideration of my participation in the Reunion, I, the undersigned, agree as follows:

1. I participate in the Reunion entirely at my own expense and risk.
2. I am free to travel independently, separated from the Reunion, at any time with an advance notice to the Committee. If I fail to board the bus on time, the Committee is not obligated to wait for me, and I will, at my own expense, rejoin the Reunion at a subsequent destination. The Committee is not responsible for any loss or damage I may suffer when I travel independently.
3. The Committee is not the agent of, and has no responsibility for, any third party that may provide any services for the Reunion. The services include but are not limited to transportation, food, lodging, travel, recreation, or other goods or services associated with the Reunion. The Committee arranges or provides services associated with the Reunion only as a convenience to participants of the Reunion.
4. The Committee takes no responsibility, in whole or in part, for delays, losses, damages, or injuries to persons or properties that happen to me or others during the Reunion.
5. The Committee reserves the right to cancel the trip or to make any modification to the Reunion as deemed necessary by the Committee.
6. The Committee is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility in this regard (including medical and other expenses).
7. I agree to assume all risk and liability and release, indemnify, defend, and covenant not to sue, the Committee, their spouses, and families from and against any claims which I, or any other person related to me may have for any losses, damages, or injuries arising out of or in connection with my participation in the Reunion.
8. I understand that this agreement extends to and releases and discharges any and all claims, losses, damages and injuries I or any of my heirs or family members may have in connection with my participation in the Reunion, regardless of whether any such claims, losses, damages or injuries now exist or hereafter arise, are known or unknown, foreseen or unforeseen, or arise by operation of law. I further agree to waive and release the

benefits flowing from any federal, state, or local law which would otherwise limit the scope of this release.

9. This agreement shall be governed by and construed in accordance with the laws of the states of California without application of any choice of law principles. Any legal action or other legal proceeding relating to my participation in the Reunion or this agreement shall be brought or otherwise commence in a court located in the Santa Clara County of California. If any portion of this agreement is held to be invalid or unenforceable by a court of law, then it is agreed and intended that all the remainder shall continue in full force and effect.

10. I have carefully read these terms and conditions herein and agree to abide by them. I am aware that this is an assumption of risk and release of liability agreement, and understand its content.

**Participant:**

Name (Print): \_\_\_\_\_

Emergency Contact (Print): \_\_\_\_\_ Phone: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(MM/DD/YYYY)

**For people under eighteen years old :**

Guardian name (Print): \_\_\_\_\_

Guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(MM/DD/YYYY)