

ACCIDENT WAIVER, RELEASE OF LIABILITY

I HEREBY ASSUME ALL RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that a medical professional has **NOT** advised me or my child to avoid participation in this event. I certify that there are no health-related reasons or problems which preclude me or my child's participation in this activity. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which my child may participate, and that it will govern me and my child's actions and responsibilities at said activity.

Due to the terrain and conditions inside the tunnel, you must be physically fit and able to walk a few miles without trouble. Anyone that is uncomfortable in enclosed spaces should not participate. in the tour Also, it is **HIGHLY** recommended that hiking shoes or boots are worn inside the tunnel.

In consideration of my application and permitting me and my child to participate in this activity, I hereby take action for myself, my child, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) **I WAIVE, RELEASE, AND DISCHARGE** from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for the death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me or my child including traveling to and from this activity, **THE FOLLOWING ENTITIES OR PERSONS:** Arrowhead Lake Association, any governmental entity and/or all of the affiliates, divisions, departments, directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers of the above mentioned entities;

(B) **I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** the entities or persons mentioned in paragraph (A) from any and all liabilities or claims made by me or my heirs as a result of participation in this activity, whether caused by the negligence of me, my child or otherwise.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, me, and/or my child may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.