

Mammoth Lakes Trails System

Adopt a Trail

TOWN OF MAMMOTH LAKES
P.O. BOX 1609
MAMMOTH LAKES, CA
93546

Name of Group Leader: _____
Adopted Location: _____

ACTIVITY PARTICIPATION AGREEMENT

AGREEMENT, WAIVER, and RELEASE

In consideration for being permitted by the Town of Mammoth Lakes ("Town") to participate in the MLTS Adopt A Trail ("Activity"), I hereby release, discharge and agree not to sue the Town of Mammoth Lakes or any Town employee, contractor or official for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the Activity from whatever cause, including the active or passive negligence of the Town of Mammoth Lakes and/or its employees, contractors or officials, or any other participants in the Activity. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

I, _____ (FULL NAME), fully understand that my participation in the Activity exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in the Activity and agree to assume any such risks.

In consideration for being permitted to participate in the Activity, I hereby agree, for myself and my heirs, administrators, executors and assigns, that I shall indemnify, defend, and hold harmless the Town of Mammoth Lakes and its employees, contractors and officials from any and all claims, demands actions or suits arising out of or in connection with my participation in the Activity.

By signing this release, I hereby give my permission to be photographed ("Images") and to license and use the Images in any media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing, and packaging for any product or service associated with the Mammoth Lakes Trail System. I agree that the Images may be combined with other images, text, and graphics, and cropped, altered, or modified. I agree that I have no rights to the Images.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT OF MY OWN FREE WILL.

Signature _____ Date _____

Name (printed) _____ Age _____

Email _____

SIGNATURE OF PARENT OR GUARDIAN

I HEREBY VERIFY THAT I AM THE PARENT AND/OR GUARDIAN OF _____,
A MINOR UNDER THE AGE OF EIGHTEEN YEARS, AND HEREBY CONSENT ON BEHALF OF SAID MINOR FOR
THIS AGREEMENT, WAIVER, and RELEASE.

Signature _____ Date _____

Name (printed) _____ Age _____

PERSON TO CONTACT IN CASE OF EMERGENCY

Name _____ Telephone _____

