

## RELEASE OF LIABILITY and ASSUMPTION OF RISK

This document affects your legal rights. You must read and understand it by initialing or signing it.

**DUTY OF PARTICIPANTS:** Some recreational activities conducted by Good Sports Plus Ltd. doing business as Champions (hereinafter, "Champions") may be hazardous to participants. All participants have a duty to act as a reasonably prudent person when engaging in the recreational activities offered by Champions.

I hereby covenant and agree not to:

- a) act in any way which shall interfere with the running or operation of rock climbing, kayaking, mountain biking or any other activity when such activities conform to the rules and regulations of the State of California.
- b) 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 until I have requested and received sufficient instruction to permit safe usage.
- c) Engage in any harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person.
- d) To embark in any self initiated activity without first informing Champions of my intentions and receiving permission from Champions to engage in such self-initiated activity.

**ACKNOWLEDGMENT AND ACCEPTANCE OF RISK:** I understand and acknowledge that the activity which I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property, or to spectators or other third-parties. I accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself or to my property. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of all known and unknown risks.

**PICTURES:** All pictures taken in connection with the Champions program are the sole and exclusive property of Champions and may be used in any promotional materials.

**RELEASE:** In consideration of the services and/or property provided, I, for myself and any minor children for which I am the parent, legal guardian, or other wise responsible, any heirs, personal representatives, or assigns, do hereby release Champions, its principals, directors, officers, agents, employees, and volunteers from any and all liability and waive any cause of action or complaint for any damage whatsoever arising from any cause whatsoever (except that which is gross negligence). I further agree to reimburse Champions for all attorney's fees and costs should I bring legal action against Champions and lose.

**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.

My signature below indicates that I have read this entire document and understand it completely and agree to be bound by its terms.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
PARENT/GUARDIAN(if participant is under 18)

\_\_\_\_\_  
DATE

Please PRINT CLEARLY and fill in all blanks:

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

Participant's 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: \_\_\_\_\_ Phone: \_\_\_\_\_