

RELEASE AND INDEMNIFICATION

Please read carefully before signing

In consideration of the permission granted by me by the San Diego Mycological Society, a Non-Profit Organization ("SDMS") to participate in a public tour (the "Activity"), on public or private forest, meadow or chaparral, I the undersigned (or legal guardian if minor) agree as follows:

- 1. I understand the term Site to include any property public or private used in the Activity and the term Activity includes travel to and from the Site.
2. I FULLY RECOGNIZE THE DANGER OF PARTICIPATING IN THE ACTIVITY AND I VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION. The dangers that I may encounter include, by way of example only and without limitation, mountain lions, rattlesnakes, poison oak, ticks, rugged terrain, wild animals, slippery rocks, cliffs, cactus spines, yellow jackets, bees, harsh and changing weather conditions, stinging nettles, ingestion or eating either during the Activity or later of mushrooms, fungi, berries, nuts, or other material. I realize that there is a risk of my becoming seriously ill or injured in an area remote from medical care and that SDMS cannot guarantee the availability of emergency medical services or emergency transportation to medical facilities.
3. I have been properly instructed and understand the use of any equipment I am to use in the Activity. I realize that my participation in the Activity may require sustained strenuous physical activity. I am in good health, and am not aware of any physical or medical condition that might endanger myself or other participants in the Activity. If I am taking any prescribed medication, I agree to carry any such medication which I may need during the Activity with me at all times during the Activity.
4. ACTING FOR MYSELF AND MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ASSIGN AND GUARDIANS AD LITEM, I HEREBY RELEASE THE SAN DIEGO MYCOLOGICAL SOCIETY, AND EACH OF THEIR AGENTS, REPRESENTATIVES, VOLUNTEERS (COLLECTIVELY REFERRED TO AS "AGENTS") FROM ANY AND ALL CLAIMS, AND LIABILITY FOR INJURY TO OR DEATH OF ANY PERSON, INCLUDING ME, AND FOR DAMAGE TO AND LOSS OR DESTRUCTION OF ANY PROPERTY INCLUDING MY OWN, ARISING FROM OR RELATED TO MY PARTICIPATION IN THE ACTIVITY OR DURING TRAVEL TO AND FROM THE SITE WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE SAN DIEGO MYCOLOGICAL SOCIETY AND/OR THEIR AGENTS.
5. ACTING FOR MYSELF AND MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ASSIGN AND GUARDIANS AD LITEM, I AGREE NOT TO MAKE A CLAIM AGAINST, SUE, OR ATTACH THE PROPERTY OF THE SAN DIEGO MYCOLOGICAL SOCIETY AND/OR THEIR AGENTS FOR INJURY OF DAMAGE RESULTING FROM NEGLIGENCE AND OTHER ACTS OF OMISSION HOWSOEVER CAUSED BY SDMS AND THEIR AGENTS ARISING FROM MY PARTICIPATION IN THE ACTIVITY DURING MY PRESENCE ON OR TRAVEL TO AND FROM THE SITE. I FURTHER AGREE TO INDEMNIFY AND DEFEND AND HOLD HARMLESS SDMS AND THEIR AGENTS FROM ALL CLAIMS AND LIABILITIES FOR INJURY OR DEATH OF THE UNDERSIGNED, AND FROM DAMAGE TO OR LOSS OF DESTRUCTION OF PROPERTY OF THE UNDERSIGNED ARISING FROM MY PARTICIPATION IN THE ACTIVITY OR DURING MY PRESENCE ON OR TRAVEL TO AND FROM THE SITE WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR OTHER ACTS OR OMISSION OF SDMS OR THEIR AGENTS.
6. I EXPRESSLY AGREE THAT NO WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER HAS BEEN GIVEN REGARDING THE CONDITION OF THE SITE OR FACILITIES OR EQUIPMENT THEREON OR ANY MEANS OF TRANSPORTATION TO AND FROM THE SITE, AND AGREE FURTHERMORE, THAT SDMS AND THEIR AGENTS SHALL NOT BE LIABLE FOR ANY ALLEGED NEGLIGENCE TO AND LOSS OR DESTRUCTION OF PROPERTY ON THE SITE CAUSED BY ME.

I have carefully read this release and fully understand all of its contents and legal effect. I agree that this release is contractually binding and I sign it from my own free will.

Signature _____ Date _____
Print Name _____ Phone _____
Address _____
Emergency contact, relationship and phone number _____

Parent or Guardian of a minor (if participant is under 18 years of age): I, as parent or guardian of the minor named above, give my permission to any child or ward to participate in the Activity, and also agree, individually and on behalf of my child or ward, to all terms of this Agreement.

Signature _____ Relationship _____ Date _____

*For purposes of this Agreement, "Agents of SDMS" includes any owners of the foray location.