

**Sugar Bear Foundation**

**ASSUMPTION OF RISK,  
RELEASE OF LIABILITY, AND COVENANT NOT TO SUE  
AGREEMENT**

**Participant Name:** \_\_\_\_\_

**THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND COVENANT NOT TO SUE AGREEMENT IS A LEGAL DOCUMENT** and is referred to herein as the "Agreement." This Agreement is entered into in connection with my participation in \_\_\_\_\_ (the "Event") in support of Sugar Bear Foundation.

I enter into this Agreement on behalf of myself and on behalf of my representatives, assigns, successors, administrators and anyone else claiming by or through me, including but not limited to my heirs at law and any representative(s) of my estate (collectively referred to herein as the "Releasors") and intend to bind all of such Releasors to the terms of this Agreement. I enter into this Agreement, on behalf of myself and the Releasors, expressly for the benefit of Sugar Bear Foundation, a California nonprofit public benefit corporation, and its directors, officers, employees, volunteers, agents and assigns (collectively referred to herein as the "RELEASED PARTIES").

**VOLUNTARY CHOICE**

I desire to participate in the Event and have decided to do so of my own free will and not due to any inducement or duress whatsoever. I understand that part of the consideration for being allowed to participate in the Event is my entering into this Agreement.

**NATURE OF EVENT**

I understand that participating in the Event, and all its attendant activities, may expose me to serious bodily injury or death. I understand that participating in the Event is potentially dangerous and I accept these and all such other accompanying risks in order to be allowed to participate in the Event.

**ASSUMPTION OF RISK**

**I HEREBY PERSONALLY ASSUME ALL RISKS OF EVERY KIND ARISING OUT OF OR ASSOCIATED WITH MY PARTICIPATION IN THE EVENT INCLUDING, WITHOUT LIMITATION, THE RISKS OF BODILY INJURY, DEATH, AND OTHER DAMAGES** to myself, my property or the property of others, whether such risks are foreseeable or unforeseeable, and whether they are caused by the negligent acts or omissions of any of the RELEASED PARTIES or others involved directly or indirectly in the Event. I KNOW AND FULLY APPRECIATE THAT MY PARTICIPATION IN THE EVENT EXPOSES ME TO RISK OF SERIOUS PERSONAL INJURY OR DEATH AND I VOLUNTARILY ASSUME SUCH RISK.

**RELEASE AND WAIVER OF ALL CLAIMS**

For valuable consideration including, but not limited to, the opportunity to participate in the Event, I for myself and for the Releasors, **HEREBY EXPRESSLY RELEASE, DISCHARGE, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST, AND WAIVE TO THE FULLEST EXTENT POSSIBLE, ALL CLAIMS AND POTENTIAL CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY, DEATH, AND OTHER DAMAGES OF EVERY KIND INCLUDING DIRECT, INDIRECT, AND CONSEQUENTIAL, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER ARISING FROM NEGLIGENCE, STRICT LIABILITY OR OTHERWISE**, which I or the Releasors may presently or at any time in the future possess against RELEASED PARTIES arising out of or in connection with the Event.

**COVENANT NOT TO SUE**

I agree never to pursue any claim or institute any lawsuit or action at law, in equity, or otherwise against any of the RELEASED PARTIES, nor initiate or assist in the prosecution of any claim or cause of action for damages or injury, that I or the Releasors may have either now or at any time in the future, by reason of any loss or injury (including death) to my person or property relating to or arising out of the activities contemplated by or in this Agreement and my participation in the Event.

**EVENT ACTIVITIES ARE NOT ULTRA HAZARDOUS NOR DO THEY INVOLVE A PUBLIC SERVICE**

I hereby affirm that while dangerous and risky, the activities included in the Event and covered by this Agreement are not ultra hazardous activities for which a party may be held strictly liable, nor are they activities that serve the public good or are in the public's interest. Rather, they are recreational activities in which I am voluntarily participating for my own enjoyment.

**USE OF NAME, IMAGE, LIKENESS ETC.**

I hereby grant permission to the RELEASED PARTIES to photograph, film, videotape and record (collectively "Record") me, free of charge, as it relates to my attendance at and participation in the Event, and I acknowledge and agree that the RELEASED PARTIES and their representatives shall have the unlimited world-wide right to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all or any portion of the Event and all such Recordings in which I may appear on any and all media now known or hereafter devised including, without limitation, radio, television, electronic, internet websites, social media, and in any print materials in perpetuity without compensation and free of charge.

**NO REFUNDS**

I understand that my execution of this Agreement and tender of any required fee(s) and/or deposit(s) is final and that under no circumstances will my fee(s) and/or deposit(s) be refunded to me. I specifically acknowledge that the RELEASED PARTIES retain the sole discretion to postpone, cancel, or modify the Event due to weather conditions or other factors that, in the discretion of the Released Parties, warrants such postponement, cancellation, or modification and that should any of those possibilities occur no refund will be granted.

**ACKNOWLEDGEMENT**

I agree that my signature, below, is my acknowledgement of the contents of this Agreement and is my legally binding agreement to, and acceptance of, this Agreement's provisions. I also acknowledge and agree that my signature and participation in the Event constitutes my voluntary agreement to abide by the Event Rules and Regulations, as they exist on the date of the Event, and which may be unilaterally revised or modified by the RELEASED PARTIES in their sole discretion. **I WILL NOT SIGN THIS DOCUMENT UNLESS I FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**MINORS: IF UNDER 18, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED**

The undersigned parent, being the natural or legal guardian of the child named below, does hereby represent that he/she (they) is (are), in fact, acting in such capacity, has fully read and understands the terms of this Agreement and the risks assumed in allowing a child to participate in the Event, consents to and grants permission for the child's participation in the Event, and agrees to be bound by all of the provisions of this Agreement. The undersigned further agrees to indemnify, defend, save and hold harmless each of the RELEASED PARTIES from all loss, liability, damage, cost or claim whatsoever arising out of, related to, or resulting from the child's participation in the Event or breach of this Agreement.

\_\_\_\_\_  
Child Participant Name (Print)

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Print Name of Parent

\_\_\_\_\_  
Date