

AGREEMENT TO ASSUME ALL RISKS; RELEASE OF LIABILITY / AGREEMENT NOT TO SUE & TO INDEMNIFY; AND MEDIA RELEASE

Guided Mushroom Walk (Educational Outdoor Experience)

Event Attending: _____ Date of Event: _____

Guide / Organizer: Ian Bright (“Guide”)

PLEASE READ THIS CONTRACT CAREFULLY. It releases the Guide and other Released Parties from liability and waives certain legal rights.

In consideration of being permitted to participate in an outdoor recreational and educational activity (the “Activity”) led or facilitated by **Ian Bright** (the “Guide”), I, the undersigned participant (“Participant,” “I,” “me,” “my”) (or if Participant is under 18, the parent/legal guardian signing on Participant’s behalf), understand, acknowledge, and contractually agree as follows:

1) ACKNOWLEDGMENT OF DANGERS AND RISKS

I understand, acknowledge, and agree that participating in the Activity can be **HAZARDOUS** and involves the risk of **serious injury, illness, property loss, and/or death**. I understand that the Activity occurs outdoors, often on public lands, and involves inherent dangers and risks that cannot be eliminated without changing the essential nature of the Activity.

I understand and agree that dangers and risks inherent to the Activity include, but are not limited to:

a) Terrain & trail hazards: slips, trips, falls; uneven ground; wet/muddy trails; loose gravel; steep terrain; roots; rocks; holes; downed logs; unstable surfaces; creek crossings; low visibility; getting lost or separated; collisions with other participants.

b) Environmental & weather hazards: rain; wind; lightning; hail; heat/cold exposure; sudden weather changes; hypothermia; heat illness; dehydration; sunburn; smoke/wildfire conditions; falling trees/branches (deadfall); rockfall; landslides; flash-flood conditions.

c) Plants, insects, and wildlife hazards: poison oak and other toxic/irritating plants; thorns; allergic reactions (including anaphylaxis); insect stings/bites including ticks; tick-borne illness; wildlife encounters; exposure to bacteria/viruses/pathogens common to outdoor environments.

d) Mushroom-specific hazards: contact with irritating, toxic, or allergenic mushrooms; cross-contamination of hands/tools/containers; misidentification; mistaken assumptions by Participant or others; inadvertent ingestion by Participant or children; risks associated with harvesting/handling/transporting wild fungi; and risks associated with any decision by Participant to consume wild mushrooms.

e) Remoteness & emergency response hazards: delayed or limited access to emergency care due to remote location, terrain, or communications limitations; lack of cell service; imperfect or delayed rescue response.

I understand the Guide may provide safety information, but **cannot guarantee my safety** or eliminate these risks.

2) ASSUMPTION OF RISK

I acknowledge and agree that I am choosing to participate despite these risks. I **knowingly and voluntarily assume all risks, dangers, and consequences** of the Activity, whether known or unknown, foreseeable or unforeseeable, including risks arising from environmental conditions, other participants, my own actions or omissions, and the **ordinary negligence** of the Released Parties, to the fullest extent permitted by law.

3) EDUCATIONAL PURPOSE ONLY; NO CONSUMPTION ADVICE

I understand and agree that the Activity is **educational**. I further understand and agree:

- The Guide does **not** direct, instruct, encourage, or advise me to consume any wild mushroom.
- Wild mushroom identification can be complex and subject to error and changing field conditions.
- The Guide makes **no warranty or guarantee** that any identification is safe for consumption.
- Any decision to collect, handle, prepare, cook, ingest, or otherwise use any wild mushroom is **entirely my own**, and I assume full responsibility for any consequences, including illness, injury, or death.
- I agree I will not rely solely on information provided during the Activity when making any decision related to consuming wild mushrooms.

4) PARTICIPANT RESPONSIBILITIES; RULES OF PARTICIPATION

I represent that I am physically and mentally capable of participating, and that I will act responsibly and follow all instructions given by the Guide.

I understand and agree that:

- The Activity is conducted **RAIN OR SHINE** unless, in the Guide's sole judgment, conditions are unsafe.
- The Activity is **SUBSTANCE-FREE**: no alcohol, cannabis, smoking/vaping, or recreational drugs during the Activity.
- **NO PETS** are permitted.
- I will bring adequate water and maintain hydration.
- I will remain with the group as directed and will not intentionally separate.

The Guide may refuse or terminate my participation if, in the Guide's judgment, I cannot participate safely, I violate safety rules or event policies, or my conduct creates risk for myself or others.

5) RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

In exchange for being permitted to participate, I hereby agree **NOT TO SUE** and I release and hold harmless:

Ian Bright, and any assistants, volunteers, agents, representatives, contractors, affiliated organizations (if any), participating landowners/land managers, and their respective insurers, successors, and assigns (each a "Released Party" and collectively the "Released Parties")

from any and all claims, demands, causes of action, damages, losses, costs, or liabilities of any kind arising out of or related to my participation in the Activity, including claims for personal injury, illness, death, or property damage, **INCLUDING CLAIMS BASED ON THE ORDINARY NEGLIGENCE** of any Released Party, premises liability, or negligent failure to warn, to the fullest extent permitted by law.

This Agreement does not release claims based on gross negligence, recklessness, or willful misconduct to the extent such claims cannot legally be released.

6) CALIFORNIA CIVIL CODE § 1542 WAIVER (UNKNOWN CLAIMS)

I understand that California Civil Code §1542 provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I expressly waive and relinquish any rights under Civil Code §1542 and any similar law, and I release the Released Parties from **unknown or unsuspected claims** arising from or related to the Activity.

7) AGREEMENT TO INDEMNIFY / HOLD HARMLESS

I agree to **defend, indemnify, and hold harmless** the Released Parties from and against any third-party claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- my acts or omissions during the Activity,
- my breach of this Agreement, or
- my violation of safety rules or event policies.

This indemnity does not require me to indemnify a Released Party for that Released Party's gross negligence, recklessness, or willful misconduct to the extent not allowed by law.

8) MEDICAL AUTHORIZATION; COSTS

I authorize the Guide and/or Released Parties to obtain or assist in obtaining emergency medical care for me if, in their judgment, medical attention is needed and I am unable to act for myself. I understand the Released Parties are not medical providers and have no duty to provide medical care. I agree I am responsible for all medical and transportation costs and I release and hold harmless the Released Parties from any claims associated with such medical care and/or transportation.

9) MINORS; PARENT/GUARDIAN AGREEMENT

Minors may participate only when accompanied by a parent or legal guardian.

If I am signing for a minor ("Minor"), I represent that I am the Minor's parent/legal guardian and I consent to the Minor's participation. I agree that I am signing this Agreement on my own behalf and, to the fullest extent permitted by law, on the Minor's behalf.

I specifically release the Released Parties from any claims I may have as a parent/guardian arising out of the Minor's participation, and I agree to **defend, indemnify, and hold harmless** the Released Parties from and against any claims brought by or on behalf of the Minor arising out of the Minor's participation, to the fullest extent permitted by law.

I agree to supervise the Minor during the Activity and understand the Released Parties do not provide childcare.

10) MEDIA RELEASE

I understand photographs, video, and audio recordings may be created during the Activity. I grant the Guide and Released Parties the irrevocable right to use, reproduce, publish, display, distribute, and otherwise use such media that includes my (or the Minor's) likeness, image, name, or voice for lawful purposes, including marketing, promotion, education, website, and social media, without compensation.

11) CALIFORNIA LAW; VENUE

This Agreement shall be governed by California law. Any dispute arising from or related to this Agreement or the Activity shall be brought in a state court of competent jurisdiction in California. Venue shall be in **Nevada County, California**, unless the event occurred in another California county and Nevada County venue is not permitted, in which case venue shall be the county in California where the incident occurred or the nearest proper California venue.

12) MISCELLANEOUS

If any provision of this Agreement is found unenforceable, the remainder shall continue in full force and effect. This Agreement may be modified only in a writing signed by the Guide. A copy of this signed Agreement may be used as if it were the original. This Agreement is binding upon my heirs, assigns, personal representatives, and next of kin.

ACKNOWLEDGMENT

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING SUBSTANTIAL LEGAL RIGHTS THAT I OR MY MINOR CHILD MAY OTHERWISE HAVE. I SIGN THIS AGREEMENT VOLUNTARILY.

Electronic signature consent: By typing my name in the signature fields, I intend to sign this Agreement electronically. I agree my electronic signature is the legal equivalent of my handwritten signature and I consent to be bound by this Agreement.

Participant Name (print): _____

Participant Signature: _____ **Date:** _____

Phone: _____ **Email:** _____

Emergency Contact Name & Phone: _____

If Participant is a Minor:

Minor Name: _____ **Age:** _____

Parent/Guardian Name (print): _____

Parent/Guardian Signature: _____ **Date:** _____