



1458 E. Baristo Road • Palm Springs, CA • 92262

email: jade@pswalk.com • *web:* PSWalkWithMe.com • *text:* 760-567-4696 • *voice:* 855-955-9255 (WALK)

WAIVER AND RELEASE OF LIABILITY

EACH PARTICIPANT MUST SIGN THIS FORM TO GUARANTEE PARTICIPATION. FOR ANYONE UNDER AGE 18, THIS MUST BE SIGNED BY A PARENT / GUARDIAN. SHOULD YOU CHOOSE TO COMPLETE BEFORE ARRIVAL, PLEASE PRINT OUT ALL THREE PAGES OF THIS DOCUMENT, SIGN LEGIBLY AND BRING WITH YOU TO YOUR TOUR.

TERMS & CONDITIONS

In consideration for the right to participate in the walking tour conducted by P.S. Walk With Me, and as to the possible risk of injury while participating in said tour I hereby, for myself, my heirs, executors, administrators or personal representatives, voluntarily enter into this release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of participation in the walking tour, and do hereby release and forever discharge Jade Thomas Nelson dba P.S. Walk With Me, located at 1458 E. Baristo Road, Palm Springs, California 92262, for any physical or psychological injury, including but not limited to the following risks: illness, paralysis, death, damages, or any loss that I may suffer as a direct result of participating in the aforementioned walking tour, including traveling to and from this activity

I am voluntarily participating in the walking tour entirely at my own risk. I am aware of all risks associated with such activity and I understand that any injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this walking tour. Furthermore, I acknowledge this activity may involve a test of a person's physical and mental limits and may carry with it the potential in extreme circumstances for death, serious injury, and property loss. Risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, and/or the tour guide.

I agree to indemnify and hold harmless P.S. Walk With Me against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any such claims. Should P.S. Walk With Me incur any of these types of expenses, I agree to reimburse the aforementioned. I acknowledge that P.S. Walk With Me, their partners, agents and representatives are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Jade Thomas Nelson.

I acknowledge I have carefully read and fully understand this "waiver and release" of liability. I expressly agree to release and discharge P.S. Walk With Me and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Jade Thomas Nelson for personal injury or property damage. To the extent that statute or case law does not prohibit releases for negligence, this release also covers any negligence on the part of P.S. Walk With Me, its agents, and employees.

In the event I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. In the event that any damage to facilities or private property occurs as a result of my and/or my guests' willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant:

(Print Your Name): _____, and P.S. Walk With Me concur that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter

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or explain its terms, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. Should a court find any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

Should there be an emergency, please contact the following person(s) in the order below:

Emergency Contact #1: _____

Contact Relationship: _____

Contact Telephone: (_____) _____

Emergency Contact #2 (optional): _____

Contact Relationship: _____

Contact Telephone: (_____) _____

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the walking tour, and for other valuable consideration, I hereby agree to release and discharge from any liability arising from negligence PS WALK WITH ME and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representatives and estate, and also agree as follows;

1. I acknowledge that this walking tour involves known and unanticipated risks that could result in physical or emotional injury, paralysis or permanent disability, death and/or property damage. Risks include, but are not limited to, blindness, bruises or injuries caused by falls or collisions with objects, other participants, or uneven surfaces; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety precautions, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all the risks inherent in this activity or that might be caused by negligence of the Releasees. My participation is purely voluntary and I elect to participate despite the risks. Additionally, if at any time I believe conditions are unsafe or I am unable to participate due to physical / medical conditions, then I will immediately discontinue participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

5. I agree that the substantive laws of the State of California, County of Riverside shall govern this agreement. In the event of a dispute: Except if a court decides preliminary injunctive relief is warranted upon application of one of the

parties to this agreement, no formal proceedings relating to such dispute may be commenced until the parties conclude in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely. If the parties are unable to resolve the dispute, they shall submit the dispute for mediation/arbitration to JAMS Arbitration, Mediation and ADR services (www.jamsadr.com) utilizing rules and procedures in place at the time of said dispute. The Federal Arbitration Act shall govern the arbitration, which shall take place in the County of Riverside, CA. The parties will participate in the arbitration in good faith and will share equally the costs of the mediation and arbitration.

6. I agree if any portion of this agreement is found to be void or unenforceable, the remaining portions shall be in full force and effect. This agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior oral or written agreements between the parties.

By signing, I agree that if I am hurt or my property is damaged during this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on this basis of any claim for negligence. I've had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I realize this activity will not be made available to me if I choose not to sign this release, and agree that the opportunity to participate at stated cost in return for execution of this release is a reasonable bargain. I have read this document, understand it and agree to be bound by its terms.

Signature _____

Print Name _____

Address _____

City _____ State _____ Zip _____

Telephone (mobile) _____

Date _____

PARENT OR GUARDIAN AGREEMENT / RELEASE
(Must be completed for participants under age 18)

In consideration of (print Minor's Name) _____
being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or that are in any way connected with such participation by minor.

Parent or Guardian Signature _____

Print Name of Parent or Guardian _____

Date _____

END



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