

VISTOSO HIKING CLUB LIABILITY WAIVER FOR VISITORS

HIKING CLUB WAIVER OF RESPONSIBILITY

By signing, I recognize and accept all elements of risk attendant to any hiking event. I hereby assume full responsibility of injury to myself and to others, assume full responsibility for damage to and/or loss of property as a result of my actions, and accept full responsibility for payment of all expenses related to such injuries, and/or related property loss or damage.

UNCONDITIONAL RELEASE OF ALL CLAIMS

1. The undersigned individual (Hiker) intends to participate in Trips, Hikes, or Excursions organized or sponsored by the Sun City Oro Valley Hiking Club (a.k.a., Vistoso Hiking Club).

2. Hiker acknowledges and agrees that (a) neither Sun City Oro Valley* (SCOV) nor Vistoso Hiking Club maintains any liability, medical, property, trip interruption or cancellation insurance or other insurance for the benefit of Hiker in connection with a trip, hike, or excursion; and (b) he/she assumes all responsibility and risk in connection with said trip, hike or excursion.

3. Hiker does hereby and unconditionally release, remise, and forever discharge, waive and acquit, SCOV or Vistoso Hiking Club and all of their guides, members, directors, officers, employees and agents (collectively, "Released Parties"), and any other person, firm, corporation or entity which may be liable or responsible for the Released Parties, with respect to the trip, hike or excursion.

4. Hiker represents and warrants that no representations have been made to him/her by or on behalf of any of the Released Parties to influence or induce the execution of this Release other than contained herein, and that he/she has fully read and understood this Release and has executed the same upon independent advice and counsel of his/her own choosing, agreeing to release the Released Parties as provided herein.

5. This Release contains the full and complete understanding and agreement of the parties and supersedes all prior understandings or agreements, whether oral or in writing, relating to the subject matter contained herein.

6. In the event legal proceedings are commenced for the construction or enforcement of this Release, the prevailing parties in such action shall be entitled to recover its reasonable attorney's fees and related expenses. In the event of any dispute, venue shall be the state court located in Pima County, Arizona. The laws of the State of Arizona shall govern this Release.

AGREEMENT

I am in agreement with all of the above statements as evidenced by my signature below:

| | | |
|------------------|------------------|------------|
| _____ | _____ | _____ |
| (printed name) | (signature) | (date) |
| _____ | _____ | _____ |
| (street address) | (city and state) | (zip code) |

- Legal name is "Sun City Oro Valley Community Association, Inc."
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