COLOMA GOLD TOURS

FIELD TRIP WAIVER AND INFORMATION FORM

Complete one form for each participant. Please print clearly. All required sections must be completed before participation.

TOUR INFORMATION

School or Group Name

Date of Tour

Teacher or Group Leader

PARTICIPANT AND SIGNER INFORMATION

☐ Student or minor participant ☐ Adult participant or chaperone ☐ Teacher or school staff

Participant's Full Legal Name

Participant's Date of Birth

Signer's Full Legal Name

Signer's Relationship to Participant

Signer's Email Address

Signer's Phone Number

HEALTH AND SAFETY INFORMATION

☐ Participant is bringing emergency medication or a medical device ☐ None

Health and Safety Accommodations

List any food allergies; relevant medical conditions, medications, or medical devices, including who will carry them; and any behavioral, supervision, mobility, sensory, or accessibility considerations. If none apply, write None.

EMERGENCY CONTACT

Emergency Contact's Full Name

Relationship to Participant

Emergency Contact Phone Number

Alternate Phone Number (optional)

COLOMA GOLD TOURS

WAIVER AND RELEASE OF LIABILITY - ASSUMPTION OF RISK - INDEMNIFICATION AGREEMENT

DEFINITIONS

For purposes of this Agreement:

Activity means participation in Coloma Gold Tours programs, including guided historical and educational tours, hiking and walking, outdoor play, indoor play, gold panning, demonstrations, use of related equipment, facilities and premises, and any associated travel or transportation to, from, or during these activities.

Participant means me when I am signing for myself or the minor identified in this form when I am signing as the minor's parent, legal guardian, or another adult legally authorized to sign this Agreement and make participation and emergency-care decisions for the minor.

I, me, and my refer to the adult signing this Agreement. When the Participant is a minor, I enter into this Agreement both individually and on behalf of the Participant to the fullest extent permitted by law.

Released Parties means Coloma Gold Tours; Jeremy Kaderka; the State of California, acting through the Department of Parks and Recreation, also known as California State Parks; the United States of America, acting through the U.S. Department of the Interior, Bureau of Land Management; and each of their respective officers, officials, employees, agents, representatives, volunteers, contractors, successors, and assigns.

RELEASE OF LIABILITY AND COVENANT NOT TO SUE

In consideration of the Participant being permitted to participate in the Activity, I knowingly and voluntarily release, waive, discharge, and covenant not to sue the Released Parties for any claims, demands, damages, actions, causes of action, losses, liabilities, costs, or expenses arising out of or related to the Participant's participation in the Activity.

This release includes claims involving physical or psychological injury, illness, temporary or permanent disability, death, property damage, economic or emotional loss, and travel-related incidents, whether known or unknown, foreseen or unforeseen.

To the fullest extent permitted by California law, this release includes claims caused in whole or in part by the ordinary negligence of any Released Party, whether active or passive, including negligent acts or omissions involving instruction, supervision, equipment, premises, or administration of the Activity. This Agreement does not release liability that cannot lawfully be waived.

ASSUMPTION OF RISK AND RESPONSIBILITY

I understand that participation in the Activity carries inherent and other risks that cannot be completely eliminated, regardless of the care taken to avoid injury. These risks may range from minor scrapes, bruises, strains, and sprains to serious bodily injury, illness, permanent disability, paralysis, or death.

The Activity may include a moderate hike with up to 500 feet of elevation gain and may require sustained walking and reasonable physical exertion. Participants should be prepared for uneven, loose, steep, or slippery terrain; slips, trips, and falls; road or vehicle traffic; changing weather; heat, cold, sun exposure, dehydration; and delayed access to emergency medical assistance.

Gold panning involves direct contact with water and sediment, which may contain natural bacteria or other contaminants. This may result in skin irritation, infection, or allergic reaction. I accept responsibility for taking appropriate precautions, including washing hands after participation and avoiding contact with water or sediment when the Participant has open wounds or sensitive skin.

The outdoor environment may contain wildlife hazards, including insects, snakes, and other animals. Wildlife encounters may cause bites, stings, injury, infection, or allergic reaction.

ASSUMPTION OF RISK AND RESPONSIBILITY - CONTINUED

Other risks may arise from tools or equipment, the condition of facilities or premises, the acts or omissions of the Participant or other people, and circumstances that are not presently known or reasonably foreseeable.

I knowingly and voluntarily accept and assume all risks associated with the Activity, both known and unknown, foreseen and unforeseen. I agree that the Participant will follow all safety directions and use reasonable care while participating.

I agree to carry any necessary medication or medical device, including an inhaler or EpiPen, or ensure that it remains with the Participant's accompanying parent, guardian, teacher, chaperone, or other responsible adult.

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, I agree to indemnify, defend, and hold harmless the Released Parties from third-party claims, actions, suits, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from the Participant's acts or omissions, failure to follow safety directions, or negligent or intentional damage to equipment, facilities, premises, or property.

This provision does not require indemnification for liability that cannot lawfully be transferred or indemnified.

MEDICAL RESPONSIBILITY AND EMERGENCY AUTHORIZATION

I understand that I am financially responsible for medical care, emergency transportation, or other expenses incurred for the Participant as a result of injury or illness. I understand that the Participant should have applicable health insurance coverage, but Coloma Gold Tours does not require medical-provider or insurance information to be submitted with this form.

If a medical emergency occurs and the Participant or I cannot provide timely consent, I authorize Coloma Gold Tours and its staff to contact emergency personnel and to seek or arrange reasonably necessary emergency evaluation, transportation, and treatment for the Participant.

I understand that Coloma Gold Tours does not provide medical services and does not guarantee that medical assistance will be immediately available. I accept financial responsibility for emergency services and treatment provided to the Participant.

PROPERTY DAMAGE AND CIRCUMSTANCES BEYOND CONTROL

I accept responsibility for damage caused by the Participant's negligent or intentional conduct to equipment, facilities, premises, or other property.

To the fullest extent permitted by law, Coloma Gold Tours will not be responsible for injury, loss, delay, interruption, or cancellation caused by circumstances beyond its reasonable control, including extreme weather, natural disasters, wildfire, governmental actions, public-health emergencies, or other force-majeure events.

TRANSPORTATION LIABILITY

Transportation to or from the Activity may be provided by independent third-party carriers, school buses, private vehicles, or other means that Coloma Gold Tours does not own, operate, or control.

I understand that Coloma Gold Tours is not responsible for the independent acts or omissions of third-party transportation providers or drivers. To the fullest extent permitted by law, I release and hold harmless the Released Parties from claims arising from transportation provided by such independent third parties, including accidents, injuries, delays, property damage, or other transportation-related incidents.

GOVERNING LAW, VENUE, AND SEVERABILITY

This Agreement is governed by the laws of the State of California. Any legal proceeding permitted under this Agreement shall be brought in a court of competent jurisdiction located in El Dorado County, California, unless applicable law requires otherwise.

If any provision of this Agreement is found invalid or unenforceable, that provision shall be modified or severed to the minimum extent necessary, and the remaining provisions shall continue in full force and effect.

ACKNOWLEDGMENT AND HANDWRITTEN SIGNATURE

By signing below, I confirm that I have read and understand this Agreement, am at least 18 years old, am signing freely and voluntarily, and have provided accurate information. If signing for a minor, I certify that I am legally authorized to sign and make participation and emergency-care decisions for the minor.

☐ I have read, understand, and agree to the terms of this Waiver and Release of Liability.

Handwritten Signature **Date Signed**