

Coloma Gold Tours waiver and release of liability

In consideration of the risk of injury while participating in hiking, outdoor play, indoor play, gold panning, and any transportation to and from activities (the "Activity"), I, for myself, my heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily enter into this waiver and release of liability. I waive any rights, claims, or causes of action arising from my participation in the Activity and release Coloma Gold Tours, Jeremy Kaderka, The Bureau of Land Management, California State Parks, and their affiliates, agents, staff, volunteers, and representatives from any physical or psychological injury, illness, or damages that may occur, including travel-related incidents.

ASSUMPTION OF RISK & RESPONSIBILITY

I acknowledge that participation in the Activity carries inherent risks, including but not limited to minor scrapes, strains, or other unforeseen events. I voluntarily assume all risks. The Activity includes a moderate hike with up to 500 feet of elevation gain and requires reasonable physical fitness. Participants should be prepared for uneven terrain. I agree to carry any necessary medications, such as inhalers or EpiPens, or ensure they are with an accompanying guardian.

Gold panning involves direct contact with water and sediment, which may carry natural bacteria or other contaminants. I understand there is a potential risk of skin irritation, bacterial infections, or allergic reactions. I accept personal responsibility for taking necessary precautions, such as washing hands thoroughly after participation and avoiding contact with water if I have open wounds or sensitive skin.

Additionally, I acknowledge that the outdoor environment may contain wildlife hazards, including but not limited to insects, snakes, or other animals. I understand that interactions with wildlife may result in injury, allergic reactions, or other health risks, and I accept full responsibility for taking appropriate precautions.

INDEMNIFICATION & LIABILITY RELEASE

I agree to indemnify and hold harmless Coloma Gold Tours, The Bureau of Land Management, and California State Parks from any claims, suits, or damages arising from my participation. I acknowledge that these organizations and their representatives are not responsible for third-party errors, omissions, or failures related to this Activity.

MEDICAL RESPONSIBILITY

I understand I am responsible for my own medical expenses in the event of injury or illness. I acknowledge that I should carry my own health insurance. In the event of a medical emergency, I authorize Coloma Gold Tours and its staff to seek emergency medical treatment on my behalf if deemed necessary. I accept full financial responsibility for any medical treatment received.

I accept responsibility for any damage I cause to equipment or facilities due to my negligence. I understand that Coloma Gold Tours shall not be held liable for injuries, losses, or cancellations due to circumstances beyond its control, including but not limited to extreme weather, natural disasters, governmental actions, pandemics, or other force majeure events. I agree that any disputes arising from my participation in this Activity shall be resolved exclusively through binding arbitration in the State of California and that I waive my right to a lawsuit or jury trial. The arbitration decision shall be final and binding on all parties. This agreement is legally binding and governed by the laws of the State of California. If any provision is deemed invalid, the remainder shall remain enforceable.

TRANSPORTATION LIABILITY

I acknowledge that transportation to and from the Activity may be provided by third-party carriers, school buses, private vehicles, or other means. I understand that **Coloma Gold Tours does not own, operate, or control these transportation providers** and is not responsible for any accidents, injuries, delays, or damages that may occur while traveling to or from the event. I agree to release and hold harmless **Coloma Gold Tours, its employees, agents, and affiliates** from any claims or liabilities arising from transportation-related incident

PARTICIPANT NAME _____

EMERGENCY CONTACT & PARENT/GUARDIAN INFORMATION

Name: _____

Relationship to Participant: _____

Primary Phone: _____

Email: _____

MEDICAL INFORMATION

I understand that all required **medications must be carried** by the participant and/or their designated chaperone or teacher. It is their responsibility to ensure that medications remain in close proximity to the participant **at all times**.

SIGNATURES & AGREEMENT

I have read and understand this waiver and voluntarily agree to its terms.

For Adult Participants (18 & Over):

Name (Print): _____

Signature: _____

Date: _____

For Participants Under 18:

I certify that I am the parent/legal guardian of the minor listed in the Participant Information section. I have read and understand this waiver, and I consent to their participation under the stated terms.

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____

Date: _____