

(TO BE RETURNED TO TRIP ORGANIZERS)

PARTICIPANT NAME: _____

SLOW FIBER STUDIOS

Assumption of Risk, Release, and Waiver of Liability

The undersigned hereby consents to participation in Slow Fiber Studios China 2019 Study Tour, hereinafter the "Trip", conducted by Yoshiko Wada (the "Organizer"), and to participation in all travel, activities, excursions, and events related to the Trip from _____ (Trip departure date) through _____ (Trip return date).

I hereby understand and agree for myself and my respective heirs, assigns and legal representatives to this Assumption of Risk, Release, and Waiver of Liability (the "Agreement") and to the terms hereof as follows:

- 1) ASSUMPTION OF RISK:** I fully understand and appreciate that travel to foreign countries, including India, involves inherent risks and dangers in which accidents and injuries, despite precautions, can occur. Therefore, I, individually expressly and specifically assume any and all risks related to the Trip that I may encounter, including, but not limited to death, injury, or illness from accidents of any nature whatsoever, whether severe or not, temporary or permanent, and theft, damage, or loss to personal property that may occur as a result of participating in a Trip activity or Trip-related travel. I also understand that some Trip activities are strenuous and may carry the potential for personal harm, and that the activities should be engaged in only by persons in good health.

- 2) GENERAL RELEASE AND WAIVER OF LIABILITY:** I hereby agree to release, indemnify, defend and forever discharge the Organizer and the Organizer's staff, employees, volunteers, agents, and representatives (collectively the "Released Parties") of and from all liability, claims, demands, damages, costs, expenses, actions and causes of action (collectively the "Claims") for the death, illness, injury, or property loss, damage, or theft to myself, howsoever caused, arising or to arise by reason of or during my participation in the Trip. I also agree to release, indemnify, defend and forever discharge the Released Parties from and against any Claims arising from or related to my acts or omissions in connection with my participation in the Trip. I understand clearly that by signing this Agreement I will be forever prevented from suing or otherwise claiming against the Released Parties for any death, injury, illness, or property loss or damage that I may sustain from participating in the Trip.

- 3) CONSENT FOR MEDICAL TREATMENT:** I further authorize the Organizer and any of the staff, employees, volunteers, agents and representatives of the Organizer to provide for, approve and authorize any health care at any hospital, emergency room, doctor's office or other institution; employ any physicians, dentists, nurses, or other person

whose services may be needed for such health care; review and if necessary disclose the contents of any medical records; execute any consent form required by medical, dental or other health authorities incident to the provision of medical, surgical or dental care to myself. Health care shall include but is not limited to the administration of anesthesia, X-ray examination, performance of operations, diagnostic and other procedures. If there is no medical emergency, the Organizer will first use reasonable efforts to contact my emergency contacts before administering or authorizing any treatment. Notwithstanding other provisions in this agreement, the Organizer shall not have the authority to withhold or withdraw life-sustaining procedures for myself.

- 4) MEDICAL RELEASE:** I hereby release and forever discharge the Organizer and its staff, employees, volunteers, agents and representatives from any claim whatsoever which arises or may arise as a result of myself receiving any first aid treatment or other medical services rendered to myself in connection with an emergency or health problem occurring during my participation in the Trip.
- 5) INSURANCE:** I acknowledge that I am strongly encouraged to purchase medical and travel insurance for myself and to undergo a medical examination prior to my participation in the Trip. I understand that the Organizer does not carry insurance to cover injuries and losses that may befall me during the Trip. I further understand that the Organizer assumes no responsibility for or obligation to provide financial assistance or other assistance in the event of injury, illness, death, accident, monetary loss or property damage. I am solely responsible for any costs for medical, health, personal injury, and property damage or loss relating to my participation in the Trip.
- 6) PAYMENT OF DAMAGES AND MEDICAL EXPENSES:** I agree to pay for any and all damages to any property or to the Organizer, its staff, employees, volunteers, agents and representatives caused by myself negligently, willfully or otherwise. I further agree to reimburse the Organizer for the cost of medical treatment obtained on my behalf during the Trip.
- 7) PHOTOGRAPHIC RELEASE:** I understand that during the Trip I may be photographed or filmed. I agree to allow my photograph, video, or film likeness to be used for any legitimate purpose by the Organizer, including educational, documentary, or promotional purposes.
- 8) JURISDICTION:** The Agreement shall be governed in all respects by the laws of the State of California. The parties to the Agreement consent to use the State of California for jurisdiction and the County of Alameda as venue for any disputes between the parties related to this Agreement.
- 9) SEVERABILITY:** The Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California. If any term or provision of the Agreement is held to be illegal, invalid or unenforceable, it is the express intention of the parties that the remainder of the Agreement shall continue in full legal force and effect.
- 10) REVOCATION:** The Agreement may be revoked by either party at any time before the Trip departure date with written notice.

Acknowledgement of Understanding: I certify that I have read this Assumption of Risk, Release, and Waiver of Liability, and I fully understand its content. I understand that I am giving up substantial legal rights, including my right to sue. I acknowledge that I am signing the agreement fully and voluntarily, and I intend by my signature for this to be a complete and unconditional release of all liability to the maximum extent permissible under applicable law. **HAVING READ, UNDERSTOOD, AGREED WITH, AND ACCEPTED THESE TERMS, I EXECUTE THIS RELEASE TO BE EFFECTIVE IMMEDIATELY.**

Participant's Signature

Print Participant's Name

Date

(Please print clearly or type)

Care Information and Instructions

Participant's Name:
Participant's Nickname:

Emergency and Other Contacts

Emergency Contact Name:	
Relationship:	
Address:	
Home Phone:	Work Phone:
Cell Phone:	Email:

Second Contact Name:	
Relationship:	Phone Number:

Third Contact Name:	
Relationship:	Phone Number:

Medical/Health/Insurance Care Information

Doctor's Name:	
Address:	
Office Telephone:	After Hours Number:

Health Insurance Company:
Group or Policy Number:
Telephone Number:
Medications:
Allergies:
Immunizations:

Special Conditions:

Additional Notes or Special Conditions: