



## ***Bear Valley Springs Association***

29541 Rolling Oak Drive  
Tehachapi, California 93561  
(661) 821-5537 ♦ Fax (661) 821-2039

Date: \_\_\_\_\_

Project Name: Assist Trail Crew with weed wacking and maintenance

Project done by Volunteers / Casual Labor:	<u>Yes</u>	No
Equipment required / used:	<u>Yes</u>	No

If yes, what type? Stihl Weed Wacker, helmet, ear protection, gloves, chaps.

In consideration of the project named above; each participant agrees that the volunteer labor, or use of machinery on any BVSA facility or common area is at their own risk, that they are voluntarily donating their time, manual labor, and equipment.

Hereinafter, the term Bear Valley Springs refers to the Bear Valley Springs Association, Association Board of Directors, employees, volunteers and owners of properties within the Bear Valley Springs Association.

I agree that I am responsible for expenses incurred should I need any medical treatment. I agree to indemnify and hold harmless the bear Valley Springs Association from all claims, causes of actions, and legal liability, whether anticipated or unanticipated, known or unknown, nor will I bring any claims, demands, and causes of action against the Association for any damages or losses due to bodily injury, and or death.

I the undersigned, have carefully read, understood and agree to the forgoing liability release and assumptions of risk for the project located at: Equestrian/Hiking Trails.

Volunteer Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Liability Form Adult**



**BEAR VALLEY SPRINGS ASSOCIATION  
ASSUMPTION OF RISK, RELEASE FROM  
LIABILITY AND INDEMNIFICATION AGREEMENT**

I, \_\_\_\_\_, am an adult who voluntarily seeks to participate in the activities and facilities within the Bear Valley Springs Association as a Property Owner.

1. **Assumption of Risk.** I hereby acknowledge that my participation in the Activity gives rise to risk of bodily injury to myself and other hazards (including damage to or loss of personal property), and I further acknowledge that I knowingly and voluntarily assume the risk of the same.

2. **Release from Liability.** I hereby fully RELEASE, WAIVE and DISCHARGE the Association, its members, directors, officers, representatives, administrators, clubs, agents, partners, employees, attorneys, insurers, successors and assigns (collectively referred to as "Association"), FROM ANY AND ALL LIABILITY based on, arising out of or occurring in connection with my participation in or the Association's provision or allowing the Activity. For purposes of this Agreement, other than for gross negligence of the Association, the term LIABILITY shall refer to and include all past, present or future claims, damages, actions and causes of action, of whatever kind or nature, including, but not limited to, claims based on the active or passive negligence of Association, including wrongful death and other claims that may be filed on behalf of or for myself.

3. **Indemnity.** I hereby agree to INDEMNIFY and HOLD HARMLESS the Association, its members, directors, officers, representatives, administrators, clubs, agents, partners, employees, attorneys, insurers, successors and assigns, FROM ANY AND ALL CLAIMS, DAMAGES, ACTIONS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, ATTORNEYS' FEES AND ANY OTHER EXPENSES based on, arising out of or in connection with my participation in the Activity.

4. **Emergency Medical Care.** I give my permission to the Association, its employees, agents and representatives, and/or the person or entity engaged to conduct the Activity, to obtain emergency medical care for me, if considered by them to be necessary. In case of an emergency, the following person(s) should be contacted:

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Relationship: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Relationship: \_\_\_\_\_

Tract/Lot # \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone)