

WILD/Water Well – Half Dome/Clouds Rest Backpack Trip 2020

9256 Riverview Ave Lakeside, CA 92040
(619) 298-8722 www.rcacounseling.com/wild

IMPORTANT: Please print and complete this document immediately in order to have the best opportunity to join us. Also, print the two page *Release of Liability, Assumption of all Risks and Binding Arbitration Agreement* form. When completed, please mail or email the 3 pages of documents to our office. You may mail the document to our business office address listed above or email the document to mail@rcacounseling.com.

Name of Event: Half Dome/Clouds Rest Backpack 2020 Event Date: September 24-28,2020 _____

Your Full Name: _____

How would you like your name to appear on the event roster?: _____

Mailing Address: _____

City: _____ State: _____ Zipcode: _____ Country: _____

Home Phone: _____ Office Phone: _____

Cell Phone: _____

Primary Email: _____ Would you like this email to appear on the event roster? Yes No

Secondary Email: _____

Occupation: _____ Marital Status: _____

Gender: _____ Age: _____

Birthdate (Month/Day/Year): _____

Please describe your health: _____

How did you find out about this event? _____

In case of emergency please notify: _____ Email: _____

Telephone: _____ Cell Phone: _____ Relation: _____

Release of Liability, Assumption of All Risks and Binding Arbitration Agreement (Page 1)

(PLEASE READ CAREFULLY--THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS)

The payment of the event donation by the event member(s) of this Release of Liability, Assumption of All Risks and Binding Arbitration Agreement.

W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates, its employees, shareholders, subsidiaries, affiliates, officers, directors and successors, (collectively W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates) does not own or operate any entity that provides, or is to provide, goods or services for your event including, for example, lodging facilities, yacht and other transportation companies, food service providers, equipment suppliers, local ground handlers, naturalist and certain guides, etc. As a result, W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates is not liable for any negligent or willful act or failure to act of any such person, or of any other third party.

W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind that may be occasioned by reason of any act or omission beyond its control, including without limitation any willful or negligent act, failure to act, breach of contract or violation of local law or regulation of any third party such as an airline, train, hotel, bus, taxi, van, yacht or vessel, local ground handler or guide, whether or not it uses the W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates name, financial default or insolvency of any supplier that is, to, or does supply any goods or services for this event. W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates are not responsible for any loss, injury, death or inconvenience due to delay or change in schedule, overbooking of accommodation, default of any third-party, attacks by or bites from wild or domestic animals, pests or insects, epidemics or the threat thereof, sickness, the lack of appropriate medical care and/or evacuation to same, if necessary, weather, falling branches or rocks, sunburn, exposure to cold/heat, equipment failure, strikes, acts of God or government, lost or misplaced luggage, acts of terrorism or the threat thereof, force majeure, war, quarantine, criminal activity, or any other cause beyond its control.

I understand this is actually an event organized by W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates personnel not officially led by them. W.I.L.L.D. does not provide food or food preparation, transportation or backpacking equipment. W.I.L.L.D. personnel are not certified outdoor specialists (If this lack of training or certification bothers you, there are a lot of commercial companies and clubs that would probably be a better fit).

I am voluntarily participating in this event (or any event to which I may subsequently transfer) with the knowledge of the numerous risks and dangers involved including but not limited to negligence on the part of W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates (for example, negligence in the conductor arrangement of the event in any respect from inception to completion, negligence with regard to selection of suppliers, locations and otherwise). I acknowledge that the enjoyment and excitement of such adventure events is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, and are a reason for my participation. I agree to be responsible for my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma or death. W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates reserve the right to refuse as an event

participant, or remove, at his or her own expense and without any refund, from an event, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines detracts from the enjoyment of the event by others. I agree to follow all written and verbal rules of safety or otherwise presented to me by W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates, the event leaders, or the local ground handler. W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates reserve the right to make route, hotel, itinerary, leader changes and event modifications as required or desirable to improve the event quality and/or to accommodate the comfort and well-being of guests.

BINDING ARBITRATION Any dispute concerning, relating, or referring to this contract, brochures, web information, or any other literature concerning my event, or the event itself, shall be resolved exclusively by binding arbitration in San Diego, California, according to the then existing commercial rules of the American Arbitration Association. Such proceedings will be governed by substantive (but not procedural) California law excluding any application or consideration of the California Arbitration Act. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

MISCELLANEOUS MATTERS W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates shall not be liable for (a) expenses such as additional hotel nights and meals not specified in the individual event itineraries, but which may be required to get to or from the event start or end; (b) expenses due to the delay of an event for any reason (e.g., bad weather, trail conditions, landslides, flooding, sickness, etc.); (c) expenses incurred in recovering luggage lost by airlines, belongings left behind at an event, or in shipping purchases or other goods home from abroad.

W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates reserve the right to take photographic or film records of any of our events, and may use any such records for promotional and/or commercial purposes without payment.

KNOWING AND VOLUNTARY EXECUTION I understand this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "General Information of this document, especially noting those regarding cancellation and refund policies, limitations of liability, and responsibility borne by event participants. This contract is accepted by W.I.L.L.D., LifeSpring Center and Reinicke Counseling Associates in San Diego, California.

Release of Liability, Assumption of All Risks and Binding Arbitration Agreement (Page 2)

Cancelled Events

W.I.L.D., LifeSpring Center and Reinicke Counseling Associates, reserve the right to cancel any event prior to departure for any reason whatsoever, including insufficient signup or logistical problems that may impede event operations. The refund of all payments received shall release W.I.L.D., LifeSpring Center and Reinicke Counseling Associates, from any further liability. An event with insufficient signup would normally be cancelled a minimum of two weeks prior to departure.

W.I.L.D., LifeSpring Center and Reinicke Counseling Associates are not responsible for expenses incurred by event members in preparing for a cancelled event (e.g., equipment rented or purchased).

Event Member's Responsibility

Event members have the responsibility to select an event appropriate to their abilities and interests. Event members must be in sufficient good health to undertake the event. Event members are responsible for preparing for the event by studying the itinerary and pre-departure information provided by W.I.L.D., LifeSpring Center and Reinicke Counseling Associates, and for bringing the appropriate clothing and equipment as advised therein.

I hereby have read Page 1 and Page 2 and understand the possible risks associated with the "WILD/Water Well – Half Dome/Clouds Rest Backpack Trip 2020" and agree to the binding arbitration regulations listed.

Print Name: _____

Signature of Applicant: _____

Dated: _____

Please mail or email this Application with your donation of \$700.00 payable to **LifeSpring Center**, or you may use PayPal through our website or complete the credit card information below to charge the donation.

I have already paid my donation.

Charge donation to: Visa MasterCard American Express

Card number (please print): _____

Exp. Date: _____

SEC Code: _____

Signature: _____

Billing Zipcode: _____