



Participant's Name: \_\_\_\_\_

### Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In consideration of being permitted to participate in any way in the Pioneer Outdoor Groups Climb at Mt. \_\_\_\_\_ on \_\_\_\_\_ to \_\_\_\_\_. Hereinafter called "Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** the organizers and Pioneer Insurance or any of the company's employees, officers and Directors of the activity from any liability or **from any and all claims** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in Activity.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

**Assumption of Risks:** Participation in Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death, which may result to permanent or total disability.

I have read the previous paragraphs and I know, understand, and assume sole responsibility for these and other risks that are inherent in the Activity I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD the organizers of the Activity HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the Republic of the Philippines and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date