



# HEWLETT-PACKARD RETIREES CLUB OF SOUTHERN CALIFORNIA



## Release and Waiver of Liability

This Release and Waiver of Liability (the "Waiver") is given to the Hewlett-Packard Retirees Club of Southern California (the "Organization") in consideration of the acceptance of my application for membership in, maintenance of membership in, and participation in any activity conducted by or on behalf of the Organization ("Organization Activity"). I have read, understand, and willingly sign this Waiver. This Waiver applies not only to me but also to my spouse, partner, or significant other, and anyone else I invite to participate in an Organization Activity ("My Invitees"). But for this Waiver, the Organization would not allow participation in an Organization Activity. I acknowledge that participation in an Organization Activity may have certain inherent risks, including serious injury or death, which I and My Invitees voluntarily assume. I and My Invitees agree to follow any instructions given or rules established by the Organization or its directors, officers, activity organizers, or agents ("Organization Representatives") with regard to participation in any Organization Activity. I have read the Articles, Bylaws, and rules of the Organization and I agree to be bound thereby.

I and My Invitees hereby indemnify, release, hold harmless and forever discharge the Organization and all Organization Representatives of and from any and all claims, demands, debts, expenses, causes of action, lawsuits, damages, injuries, or liabilities, of every kind and nature, whether known or unknown, in law or equity, arising from or in any way related to participation in any Organization Activity. This Waiver does not apply to any act of gross negligence, or intentional, willful or wanton misconduct. This Waiver is binding upon me, My Invitees, and my heirs, executors, legal representatives, successors and assigns.

This Waiver is governed by the laws of the State of California and is intended to be as broad and inclusive as is permitted by those laws. If any provision of this Waiver is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective. This Waiver contains the entire agreement between me and the Organization concerning the subject matter of this Waiver, and supersedes any separate written or oral communications concerning such subject matter. This Waiver may not be waived, altered, amended or repealed, in whole or in part, except upon the prior written consent of me and the Organization.