

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

In consideration of being permitted to participate in any camp, event or activity (collectively, "activities") hosted by or conducted on property owned, leased or rented by O-Ongo, Inc., Pali Camp, Pali Institute, Inc. and Pali Mountain Conference Center, Inc. (all of which are referred to in this agreement as "PALI"), I/we on my/our behalf and as the parent(s) and/or legal guardian(s) of the minor participant named below agree as follows:

1. I/We understand and acknowledge that:
 - (a) The PALI activities are elective activities.
 - (b) There are risks and dangers associated with participation in PALI activities, which could result in significant harm, including serious bodily injury, partial and/or total disability, paralysis, death and property damage.
 - (c) The losses and/or damages which could result from these risks and dangers could be severe.
 - (d) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others (including the Releasees named below) or the equipment or areas where the activity is conducted, and may be compounded or increased by negligent rescue operations or procedures of the Releasees.
 - (e) There may be other risks not known or are not reasonably foreseeable at this time.
2. I/We accept and assume the risks and responsibility for the losses, costs and/or damages following such injury, disability, paralysis, damage or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.
3. I/We understand the nature of the PALI activities and represent that the I/we or the minor participant named below is in good health, has no physical or mental limitations that would preclude the safe participation in the activities, and is in proper physical and mental condition to participate in PALI activities. I/we will not participate if the activities are beyond my/our level of skill or comfort, the activities are unsupervised or the conditions are unsafe and I/we have advised the minor participant not to participate under those circumstances as well.
4. I/We understand that PALI may take photos, videos or sound recordings containing me/us or the minor participant, or may ask any of us for comments or other written statements (all of which are referred to as "materials"). I/We consent to the use of any such materials for any business purpose, including promotional purposes on YouTube and other Internet sites, and waive all rights of privacy or publicity in such materials.
5. I/We hereby release, waive, discharge and covenant not to sue PALI, its officers, directors, employees, agents, volunteers, sponsors, advertisers and participants ("Releasees") from all liability of whatsoever kind or nature to the undersigned, the participant, my/our personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the materials, or the event(s) caused or alleged to be caused in whole or in part by the negligence of the Releasee or otherwise.
6. If, despite this release, I/we, the participant or anyone on our behalf or behalves makes a claim against any of the Releasees, I/we shall indemnify, defend and hold harmless each Releasee from any loss, liability, damage or cost (including attorneys' fees) which any may incur related to such claim.
7. I/we agree that the foregoing release, waiver, and indemnity are intended to be as broad and inclusive as is permitted by the State of California and that if any portion of this Agreement is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.
8. In the event of illness or injury, I/we do hereby consent to all treatment, hospital care and emergency transportation considered necessary in the best judgment of the attending physician, surgeon, EMT or dentist.

I have read this assumption or risk, release and waiver of liability and indemnity agreement fully, understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law. I certify that I am over 18 years old and legally competent to sign this Agreement.

Participant Name

Participant Signature

Date

If participant is a minor:

Parent Name

Parent Signature

Date