

OVERLAND EAST BAY

VOLUNTARY ACKNOWLEDGMENT OF RISK AND GROUP TRIP AGREEMENT

IMPORTANT NOTICE: BY SIGNING OR AGREEING TO THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE YOUR FRIENDS AND TRIP MATES FOR INJURIES OR DAMAGES SUSTAINED DURING THIS TRIP. PLEASE READ CAREFULLY BEFORE AGREEING.

Trip Name / Destination: _____

Trip Dates: _____

This Agreement is entered into voluntarily by and among the undersigned participants (collectively referred to as "Participants" or "Trip Mates") for the overlanding and off-roading trip listed above.

1. Express Assumption of Backcountry Risks

I understand and acknowledge that overlanding, off-roading, and remote camping are inherently dangerous activities. I am voluntarily participating in this trip with full knowledge of the risks involved, which include, but are not limited to:

- * Rough, unpredictable, and rugged terrain, including steep inclines, drop-offs, and washouts.
- * Vehicle instability, mechanical failure, tire blowouts, and vehicle rollovers.
- * Environmental hazards such as extreme weather, wildfires, rockfalls, and hazardous wildlife.
- * Travel to remote backcountry areas with little to no cellular service and significantly delayed emergency or medical response times.

I explicitly assume all risks - both known and unknown - associated with this trip, including the risk of property damage, severe personal injury, or death.

2. Vehicle Damage & "Fix Your Own Rig" Policy

- * **Self-Responsibility:** I agree that I am solely financially responsible for my own vehicle, equipment, and personal belongings.
- * **Spotting and Recovery:** If another Participant assists me by providing trail-spotting, navigating, winching, or vehicle recovery guidance, I accept that they are doing so as a casual courtesy.
- * **Release of Liability:** I hereby release all other Participants from any liability for property damage to my vehicle or gear, even if caused by the ordinary negligence of a fellow Participant while spotting, guiding, or assisting me.

3. Remote Recovery & Towing Costs

I recognize that vehicle recovery in remote areas of California (BLM/National Forests) can be exceptionally expensive.

- * If my vehicle suffers a breakdown or gets stuck, the group will make reasonable, safe efforts to assist with trail recovery.
- * If professional off-road recovery, flatbed towing, or specialized transport is required, **I assume 100% of the financial burden** for my vehicle. I will not ask or expect my Trip Mates to pay for my vehicle's retrieval.

4. Medical Emergencies & Evacuation Expenses

In the event that I suffer a medical emergency on the trail and cannot communicate:

- * I authorize my Trip Mates to secure emergency medical treatment, contact Search and Rescue (SAR), or arrange emergency evacuation (including helicopter life-flight).
- * **I agree to be solely responsible for all financial costs** associated with my medical care, ambulance transport, or emergency wilderness evacuation. I release my Trip Mates from any financial liability arising from these emergency actions.

5. Driving and Vehicle Operation

- * **Licensed & Insured:** I certify that I hold a valid driver's license and that my vehicle is covered by automotive insurance satisfying at least the minimum liability requirements of the State of California.
- * **Vehicle Swapping:** If I voluntarily choose to drive another Participant's vehicle, or allow another Participant to drive my vehicle, any resulting damages or insurance claims will be handled directly between those specific parties, entirely independent of the rest of the group.

6. California Law and Severability

This Agreement is governed by the laws of the State of California. If any portion of this Agreement is found by a court to be invalid or unenforceable, the remaining sections will continue in full legal force and effect. This agreement covers claims of **ordinary negligence** but does not waive claims arising from gross negligence or intentional misconduct.

PARTICIPANT SIGNATURE & ACKNOWLEDGMENT

Print Name: _____

Signature: _____

Date: _____

OVERLAND EAST BAY CONFIDENTIAL EMERGENCY MEDICAL & CONTACT PROFILE

(Print individually - one sheet per participant. Fill out and place in a sealed envelope or vehicle glovebox)

Trip Name / Destination: _____

Trip Dates: _____

INSTRUCTIONS: Filling out this form is completely voluntary but highly recommended for remote backcountry travel. This document is strictly confidential. It will be stored securely and will only be accessed or turned over to emergency personnel/first responders in the event of a medical emergency. This profile will be destroyed or deleted immediately upon the safe conclusion of the trip.

1. Participant Identification

* **Full Legal Name:** _____

* **Date of Birth:** _____

* **Primary Phone Number:** _____

* **Vehicle Info on Trip (Year, Make, Model, Color):** _____

2. Primary Emergency Contacts

Contact 1 (Main):

* **Name:** _____

* **Relationship:** _____

* **Phone Number(s):** _____

Contact 2 (Alternative):

* **Name:** _____

* **Relationship:** _____

* **Phone Number(s):** _____

3. Medical Profile (For First Responders & Search & Rescue)

* **Blood Type (If known):** _____

* **Severe Allergies (e.g., bee stings, penicillin, latex, specific foods):**

* **Current Medications (especially blood thinners, insulin, or heart medications):**

* **Critical Medical Conditions / History (e.g., asthma, diabetes, epilepsy, cardiac history):**

* **Medical Devices (e.g., pacemaker, epi-pen in vehicle, inhaler):**

4. Health Insurance Information (Optional)

* **Insurance Provider:** _____

* **Policy / Group Number:** _____

AUTHORIZATION FOR EMERGENCY RELEASE

By signing below, I certify that the information provided is accurate and voluntary. I authorize my trip mates to hand this document directly to emergency medical technicians, doctors, or Search and Rescue personnel if I am incapacitated or unable to communicate during the trip.

Participant Signature: _____

Date: _____