

On the Hill Gang Los Angeles

Policies/Guidelines

Revised 8 February 2017

1.0 MEMBERSHIP

Memberships are renewed annually. Renewals postmarked later than 31 days after renewal deadline will incur a late fee. New members pay a prorated membership fee following the formula specified on the application form. Renewing members always pay the full rate. See Exhibit A.

2.0 PRIVACY POLICIES

2.1 Newsletter

- (1) No home addresses of members may be published unless the member specifically grants permission.
- (2) First and last names may be included.
- (3) Telephone numbers and Email addresses may be included.

2.2 Website

- (1) No home addresses, telephone numbers or Email addresses of members may be published unless authorized by the member.
- (2) First name and last initial only may be published unless the full name is authorized by the member.
- (3) Full name of the president and membership chairperson may be published.
- (4) To protect privacy, web-based Email addresses will be used to contact leaders, with messages automatically forwarded to the leaders' personal Email addresses.

3.0 ACTIVITY PLANNING AND ACTIVITY AND TRIP LEADER RESPONSIBILITIES

Activity and trip leaders are responsible for planning and leading events. Leaders are encouraged to conduct their activities to assure that participants enjoy a high quality experience.

Activity leaders are expected to attend board meetings, report on their activities and contribute to scheduling, planning and policies as appropriate.

3.1 Activity/Trip Proposals

Any member may propose an activity or trip by presenting the particulars at a board meeting or by requesting a board member or the calendar person present the proposal. See Exhibit B, Activity/Trip Proposal worksheet. Events must be scheduled on a non-interference basis with other events currently on the calendar.

3.2 Activity Leaders' Reserved Times

Scheduled Activities – Monthly on the First, Second and Third Saturdays

First	Second (Seasonal)	Third (Seasonal)	Fourth
Hiking/Walking	Biking	SUP/Kayaking	Open

Saturday activities are usually scheduled to take place during the morning hours. Lunch is enjoyed at the conclusion of activities at a nearby restaurant or in the outdoor setting with participants bringing their lunches. When seasonal activities are on hiatus, those Saturdays are open to schedule other club events.

3.3 Risk Waivers and Incident Reports

All participants in outdoor recreational activities are required to sign a risk waiver before they participate in the event. See Exhibit C. Our insurance agent recommends retaining risk waivers for five years after the activity date. Activity leaders should submit their waivers to the OHGLA secretary at the end of each year for retention. Waivers are not required for social and cultural activities, but they are helpful to maintain a record of attendance and guest participation.

If a participant is involved in a serious incident, activity leaders must complete OHGLA's Incident Report form and have any witnesses also complete a report. These forms document the nature and circumstances of the injury or illness, whether emergency medical services were called, and anything else the leader feels warrants documentation. When completed, the originals of the Incident/Witness Reports are submitted to the OHGLA secretary, along with the Risk Waiver, to be retained for five years. See Exhibit D.

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3.4 Guest Participation

3.4.1 Who May Participate

Guests who are eligible to become members (50 years of age or older) may join us for up to two single day activities before being asked to become members. Guests who are between 21 and 49 may participate at the discretion of the activity leader. Guests who are under 21 may not participate. Participants in overnight events are expected to be members. Under special circumstances, and at the discretion of the trip leader, a guest may be permitted to attend an overnight event.

3.4.2 Pets

Pets are not allowed at club activities (with the exception of service dogs).

3.5 Advance Notice to Leaders

Participants are requested to contact the activity leader of any event in which they plan to participate. The leader will supply directions to the meeting place, as well as pertinent information, such as the relative difficulty of the activity, safety devices required (i.e., bicycle helmets), and any other details necessary for the participant's comfort and safety. Members and leaders may invite a participant to share a ride but OHGLA is restricted by the insurance provider from officially arranging car pools. Activity leaders may deny participation to any individual if they believe that person's participation might be harmful to them or be a detriment to the group.

3.6 About Activities

3.6.1 About Skiing/Boarding/Snowshoeing

Skiing has been the primary activity of our club and was the common interest that rallied its founders. Our schedule features monthly mid-week trips to Mammoth during the season, with the relative absence of crowds and weekend snowboarders. For non-skiers or those who want to take a day off from skiing, we have added snowshoeing to our Mammoth winter activities. We enjoy additional ski trips, both domestic and international, with allied clubs.

3.6.2 About Hiking/Walking

Our hikes take us into the local mountains or seashore, are two to three hours in length, and often loop to offer continually new terrain and visual interest. They are paced to allow us to focus on our surroundings. We schedule urban walks on alternating months to take advantage of our area's interesting history and architecture. Our leaders select a picnic spot or we enjoy lunch at a nearby restaurant.

3.6.3 About Biking

Our bike rides generally keep us on paved surfaces and away from traffic and range from 12 to 22 miles in length with average speeds from 8 to 12 miles per hour. Rides conclude in the early afternoon with lunch after the ride or on the return leg of the route.

3.6.4 About SUP/Kayaking

Occasional third Saturday events are scheduled during the season, usually for the morning hours when the wind and water are calm and are appropriate for both novice and more seasoned stand up paddleboarders and kayakers. Lunch usually follows at a nearby restaurant.

3.6.5 About Ethnic Dining

Discovering unusual restaurants that offer delectable dining is an adventure by itself. In most months, usually on a Saturday or Sunday evening, our ethnic dining leader arranges for us to meet in such a place.

3.6.6 Major Events and Special Events

OHGLA has three major annual social events: the picnic in July or August, the Fall Gala and General Meeting in September or October, and the holiday party in December. Additional special events, including socials, art, and cultural activities, are scheduled throughout the year.

3.7 Overnight Trips

3.7.1 Sign-up and Payment

- (1) Trip leaders may set up arrangements with the lodging facility to accept reservations from individuals directly or may collect payment from participants and handle the business arrangements with the facility.

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- (2) All payments accepted by trip leaders must be in the form of checks or money orders made payable to OHGLA or to the provider organization as directed by the OHGLA trip leader.
- (3) In the case of costly trips, trip leaders are advised to require initial and intermediate deposits in addition to final deposits. Further, final payments are to be collected no fewer than five business days prior to the trip.
- (4) If a trip leader has responsibility for handling arrangements with the lodging facility, any member is to go through the trip leader for any special request rather than contacting the facility directly.
- (5) A trip leader may assist in arranging roommates. Rather than arbitrary assignment of roommates, it is suggested that the trip leader inform individuals who wish to share a room of another individual(s) who would also like to have a roommate.
- (6) A trip leader may move an individual who has planned to participate to a waiting list if the individual has not adhered to the announced schedule of payments.
- (7) By notifying the trip leader in advance, and if space is available, members who arrange separate lodging are welcome to join all activities of the trip. Such individuals are required to submit the same trip application and risk waiver that all other participants have signed. On trips with a limited number of participants preference will be given to members staying in the selected trip lodging.

3.7.2 Cancellation

- (1) Generally, once a member has paid funds and reserved space through the OHGLA trip leader, no funds are returned in the event of cancellation. However, two exceptions apply: (a) Payment was made and another person takes the place of the individual canceling, in which case the individual's reservation funds are returned, immediately or after all trip accounting has been completed (this timing is at the discretion of the trip leader), or (b) The trip generates a surplus, in part due to the funds paid by the canceling individual, in which case some or all of the paid-in funds are returned to the canceling party. Payment will often be returned to the participant if payment has not yet been paid to a provider.
- (2) The provider's (vendor's) policy on cancellation applies for trips that are billed to the participant by the provider unless the provider has stipulated another arrangement.
- (3) If a participant cancels after payment to a vendor has been made, the next person to sign up for that trip will take the place of the canceling participant and will assume the costs so that a refund may be given to the canceling participant.
- (4) If the trip leader cancels an activity after payments have been received from participants, the trip leader will arrange for refunds of the full amount paid by each participant. In the event that payment(s) to vendor(s) have been made that will not be returned, the trip leader and the board will determine the amount returned to each participant.

3.7.3 Trip Leader Responsibilities

- (1) In the event that a deposit is required to secure reservations, the board reviews and approves/disapproves the proposed disbursement. If timing is such that approval is needed before the board meets, an Email requesting approval will be sent to board members. If there is not sufficient time for an Email, the president and treasurer will approve the disbursement subject to budgeting and cash flow considerations. If approved payments are made by the leader from his or her own funds, reimbursement of expenses will be made in a timely manner upon submittal of appropriate receipts.
- (2) On trips that restrict the number of participants, trip leaders will establish a waiting list from which they may draw to replace individuals who cancel their participation.
- (3) No gratuity, monetary or otherwise is to be given by participants to trip leaders.
- (4) Excess funds from an activity or event are to be returned to the treasury on a timely basis.
- (5) The trip leader is to clearly specify the policy regarding return of deposits and timing of return of any monies paid for each trip in accordance with the arrangements that have been made. See previous information concerning reservations and cancellations.
- (6) The trip leader may add to the cost of the trip appropriate travel insurance coverage. Alternatively, the trip leader may leave choice of insurance to the trip participant. In the latter case, the trip leader is to encourage participants to purchase trip insurance.

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- (7) All funds will be processed through the OHGLA treasury, except as otherwise arranged and approved. The trip leader has the responsibility to keep current and accurate records and after the trip to provide the OHGLA treasurer with an accounting for information purposes.
- (8) No monetary commissions or free services in association with a trip may be accepted by a trip leader, with the exception that a trip leader who is a registered travel agent and who personally arranges a customized trip may, subject to full disclosure and prior board approval, receive commissions customary to his or her agency employment.

4.0 COMMITTEE RESPONSIBILITIES

4.1 Committee Assignments

The board reviews the roles and functions of committees, considering the needs of OHGLA, and approves committees and their activities as it deems appropriate. The following are presently approved and active:

Membership	Calendar
Website	FWSA Representative
Newsletter	Events
ETree	Special Events

4.1.1 Membership

- (1) Membership chairperson. Makes appropriate and timely contact with all individuals who inquire about membership in OHGLA; establishes and monitors policies and procedures for processing new member applications and renewals; maintains supplies of badge stock, business cards and stickers; and sends out welcoming packages to new members. Represents OHGLA in communicating appropriately with members who may appreciate a greeting or communication from OHGLA during a period of illness or other concern.
- (2) Treasurer. Receives and processes renewals and new membership forms and payments, ensures that liability releases are signed, and forwards originals to the database manager.
- (3) Database manager. Maintains the membership database, updates the club roster and Etree list, maintains originals of all application and renewal forms, prepares special reports for the board, and prepares and distributes the yearly Member Directory.

4.1.2 Website

Designs, implements and updates the OHGLA website, Meetup and Flickr accounts. In recognition of the value of OHGLA's branding and visibility and in protection against possible liability claims, no member, vendor, contractor, or product or service provider (hereinafter referred to as Resource) to OHGLA shall establish a separate website, blog, Facebook, Twitter, or other online presence that uses the name On the Hill Gang Los Angeles or OHGLA. Neither shall any such Resource use our club name or its relationship with OHGLA in any way that suggests an association with OHGLA. Any OHGLA online presence shall first be approved by the board.

4.1.3 Newsletter

Produces and distributes the newsletter.

4.1.4 ETree

Supplements the newsletter and website by informing members of events, distributing forms and flyers, and issuing reminders and updates as required via Email.

4.1.5 Calendar

Assures a schedule of activities that meet the needs and interests of OHGLA's members and maintains the OHGLA calendar.

4.1.6 Far West Ski Association (FWSA-LACouncil) Representative

Provides liaison regarding OHGLA events and interests.

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4.1.7 Events

Coordinates OHGLA's three major social events.

4.1.8 Special Events

Coordinates OHGLA's art, cultural and other social events.

5.0 MEMBER PARTICIPATION AND RESPONSIBILITIES

5.1 Participation

OHGLA leaders should encourage members to take advantage of the benefits of membership by participating in activities and volunteering their services. Activity leaders can often suggest another member living in the same community that may share a ride or provide additional information about OHGLA activities. New members receive a telephone call from the membership chairperson or designee, who can also discuss a new member's interests, willingness to volunteer, and assist in connecting with others. Members are welcome to contribute by attending quarterly board meetings to express their ideas, suggestions and concerns.

5.2 Responsibilities

Members are expected to conduct themselves in accordance with OHGLA Bylaws and Policies/Guidelines.

6.0 MONETARY POLICIES

6.1 Treasury

All monetary receipts and disbursements are the responsibility of the OHGLA treasurer.

6.2 Reimbursements

Requests from members for reimbursement of club expenses must be accompanied by appropriate receipts and be in accordance with board pre-approvals if required. In the event of requests for approval of expenses between board meetings, the president shall have the authority to approve expenditures up to \$200.

6.3 Payments from Members

Member payments for club activities or events must be made via check or money order payable to OHGLA or to a professional vendor/organizer. No payments may be made to individual members as reimbursement for services they have provided or expect to provide in the future.

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Exhibit A

ON THE HILL GANG LOS ANGELES NEW MEMBER AND RENEWAL APPLICATION <small>www.ohgla.org</small>					
TODAY's DATE: _____		Application is not valid until Liability Waiver is signed by each applicant.			
Applicant's Name (Print): Last _____ First _____			Second Applicant's Name if applicable (Print): Last _____ First _____		
Nickname: _____			Nickname: _____		
<input type="checkbox"/> New Member <input type="checkbox"/> Renewing Member			<input type="checkbox"/> New Member <input type="checkbox"/> Renewing Member		
<input type="checkbox"/> New address, phone, or Email		Street / Unit # / P. O. Box: City, State, ZIP:		<input type="checkbox"/> I/we do not want to be published in the Member Directory.	
Home Phone: (____) _____ - _____			Cell Phone: (____) _____ - _____		
Email: _____			Email: _____		
Birth Date (Month/Day/Year): _____			Birth Date (Month/Day/Year): _____		
Emergency Contact - Name: _____			Phone: _____		Relationship: _____
EVERYONE, please complete the following section to keep our database up to date.					
1. I would like to participate in:					
Applicant 1 <input type="checkbox"/> Skiing <input type="checkbox"/> Hiking <input type="checkbox"/> Biking <input type="checkbox"/> Kayaking/SUP		<input type="checkbox"/> Dining <input type="checkbox"/> Arts/Socials <input type="checkbox"/> Travel		Applicant 2 <input type="checkbox"/> Skiing <input type="checkbox"/> Hiking <input type="checkbox"/> Biking <input type="checkbox"/> Kayaking/SUP	
<input type="checkbox"/> Dining <input type="checkbox"/> Arts/Socials <input type="checkbox"/> Travel		<input type="checkbox"/> Skiing <input type="checkbox"/> Hiking <input type="checkbox"/> Biking <input type="checkbox"/> Kayaking/SUP		Suggestions for museums or other places of interest for a club special event: _____ _____ <input type="checkbox"/> I/we would be willing to plan/help with event	
2. I/we would be willing to volunteer in one or more of the following capacities:					
Applicant 1 <input type="checkbox"/> Board/Officer <input type="checkbox"/> Activity/Committee Chair <input type="checkbox"/> Membership <input type="checkbox"/> Newsletter		<input type="checkbox"/> Events <input type="checkbox"/> Activities <input type="checkbox"/> Travel <input type="checkbox"/> Website		Applicant 2 <input type="checkbox"/> Board/Officer <input type="checkbox"/> Activity/Committee Chair <input type="checkbox"/> Membership <input type="checkbox"/> Newsletter	
<input type="checkbox"/> Events <input type="checkbox"/> Activities <input type="checkbox"/> Travel <input type="checkbox"/> Website		<input type="checkbox"/> Board/Officer <input type="checkbox"/> Activity/Committee Chair <input type="checkbox"/> Membership <input type="checkbox"/> Newsletter		<input type="checkbox"/> Events <input type="checkbox"/> Activities <input type="checkbox"/> Travel <input type="checkbox"/> Website	
3. Other active recreation organizations I/we belong to are: <input type="checkbox"/> 70+ Ski Club <input type="checkbox"/> OTHGI <input type="checkbox"/> Sierra Club <input type="checkbox"/> GGTOTHG <input type="checkbox"/> Other: _____					
4. If new member(s), I/we learned of OHGLA from : <input type="checkbox"/> Ad/Article <input type="checkbox"/> Meetup <input type="checkbox"/> Website <input type="checkbox"/> Other Club _____ <input type="checkbox"/> Member _____ <input type="checkbox"/> Other _____					
5. My/Our occupation is/was: Applicant 1 _____ Retired? <input type="checkbox"/> Applicant 2 _____ Retired? <input type="checkbox"/>					
RENEWALS are due MARCH 1. Add \$10 late fee if postmarked after MARCH 31.					
Renewing Members \$35 per person (Individual Memberships Only)		New Members (Partial Year) Dues are prorated at \$3/month beginning in April. Calculate dues from the first of the month in which you apply: Apr: \$32; May: \$29; Jun: \$26; Jul: \$23; Aug: \$20; Sep: \$17; Oct: \$14; Nov: \$11; Dec: \$8; Jan: \$5; Feb: \$2		Replacement Badges Add \$6 per replacement badge. (New members receive a complimentary badge.) <input type="checkbox"/> 1-First Name _____ <input type="checkbox"/> 2-First Name _____	
Inactive Members \$3 (Member Directory Only)		Please send both pages and your check or money order payable to OHGLA to: OHGLA, c/o Charlie Cheskin, P. O. Box 8017, Northridge, CA 91327 Email: arles106@yahoo.com Phone: (818) 360-9107		Amount Enclosed: Check # _____ Membership \$ _____ Replacement Badges \$ _____ <input type="checkbox"/> Full Yr. <input type="checkbox"/> Partial Yr. Start Month _____	

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SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with **ON THE HILL GANG LOS ANGELES** activities, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and nonpadded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

*I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement.

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees: **ON THE HILL GANG LOS ANGELES**.

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

S/ _____
Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

S/ _____
Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

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Exhibit B

ON THE HILL GANG LOS ANGELES ACTIVITY/TRIP PROPOSAL			
Activity/Trip Leader(s):			
Name: _____		Phone: _____ Email: _____	
Name: _____		Phone: _____ Email: _____	
Purpose of Activity/Trip:			
<input type="checkbox"/> Hike <input type="checkbox"/> Bike <input type="checkbox"/> SUP/Kayak <input type="checkbox"/> Social <input type="checkbox"/> Other _____			
Activity/Trip Location: _____			
Length of Trip/Activity and Proposed Dates:			
<input type="checkbox"/> Day <input type="checkbox"/> Weekend <input type="checkbox"/> Mid-Week <input type="checkbox"/> Longer # of Days: _____			
Dates: 1st Preference: _____		2nd Preference: _____	
Trip - Supplier Organized (attach brochure or description of event):			
Trip Name _____		Supplier _____	
Trip Cost \$ _____ Transportation Included? <input type="checkbox"/> Yes <input type="checkbox"/> No Insurance Included? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Deposit Due Date: _____		Amount \$ _____ Final Payment Due Date: _____	
Trip - OHGLA Organized:			
Description: Attach sheet outlining planned activities, preliminary daily itinerary, optional activities			
Recommended transportation: <input type="checkbox"/> Auto <input type="checkbox"/> Airline <input type="checkbox"/> Other _____			
Proposed Lodging Arrangements:			
Hotel Name/Phone: _____			
Rates per night/room: 1 King \$ _____ 2 Queens \$ _____ 2 Doubles \$ _____			
Participants make own reservations <input type="checkbox"/> Yes <input type="checkbox"/> No			
Estimated Cost Per Participant:			
Lodging	\$ _____	Transportation	\$ _____
Meals	\$ _____	Optional Activities	\$ _____
Tours	\$ _____	Other	\$ _____
Rentals	\$ _____	Total	\$ _____
Club Advance Deposit Required: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$ _____ Date Needed: _____			
Purpose: _____			
Payable to: _____			
<u>Additional Details/Notes:</u>			
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Exhibit C

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Risk Waiver/Release from Liability

(Helmets are required for all biking activities)

Date _____ Leader _____ Activity _____

I have read the Release of Liability and Assumption of Risk Agreement on Page 2. I fully understand its terms, I understand that I have given up legal rights by signing it, and I sign it freely and voluntarily without any inducement. In accordance with OHGLA's Policies/Guidelines, Activity Leaders may deny participation to any individual if they believe that person's participation might be harmful to them or be a detriment to the group. Guests must be age 21 or older to participate.

#	OHGLA	Guest*	Print Name	Signature	#	OHGLA	Guest*	Print Name	Signature
1					16				
2					17				
3					18				
4					19				
5					20				
6					21				
7					22				
8					23				
9					24				
10					25				
11					26				
12					27				
13					28				
14					29				
15					30				

*Includes Meetup.com participants

Risk waivers are to be retained for five years past the activity date by the OHGLA Secretary

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Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with **ON THE HILL GANG LOS ANGELES** activities, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that my result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and nonpadded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

*I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees: ON THE HILL GANG LOS ANGELES.

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

4. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

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Exhibit D

**ON THE HILL GANG LOS ANGELES
INCIDENT AND WITNESS REPORTS
GUIDELINES FOR ACTIVITY LEADERS**

If you are leading a club activity and one of the participants is involved in a serious incident, you must complete an Incident Report and have any witnesses complete a Witness Report.

These two forms gather important information about the incident, including how it occurred, the nature of any injuries (if applicable), and how the incident was handled by the activity leader and others who responded. You should complete an Incident Report and have any witnesses complete a Witness Report as soon after the incident as possible so everyone still remembers the details of what happened.

Please complete the Incident Report and ask witnesses to complete the Witness Report in the following situations:

- Emergency medical services are called (for example, 911).
- A participant is seriously injured (for example, abrasions, lesions, bone fractures, disorientation, and so on).
- A participant has hit his or her head, or other head trauma occurs.
- You recommend that the participant get medical care and the participant refuses.
- The incident involves a participant and a motor vehicle.
- Property damage has occurred.
- Anything else that you think warrants documentation. If in doubt, complete the forms.

Revised 2/8/2017

**On the Hill Gang Los Angeles
Policies/Guidelines
Revised 8 February 2017**

**ON THE HILL GANG LOS ANGELES
INCIDENT REPORT**

ACTIVITY: SKIING ☐ HIKING ☐ BIKING ☐ KAYAKING ☐ OTHER ☐

ACTIVITY LEADER: _____

Date of Incident: _____ **Time of Incident:** _____ AM/PM

Location: _____

Name of Injured Party: _____ **Age:** _____ **Sex:** _____

Address: _____ **Phone:** _____

Nature of Injury: _____

Participant Refused Treatment? Yes ☐ No ☐

Emergency First Aid Rendered? Yes ☐ No ☐ **By Whom?** _____

Nature of Treatment: _____

Ambulance or Physician Called? Yes ☐ No ☐ **By Whom?** _____

Injured Party Transported to: _____ **By Whom?** _____

Outside Authority Notified? _____

Activity Waiver Signed? Yes ☐ No ☐

Helmet (bike)/life jacket (kayak) worn? Yes ☐ No ☐

Identify other safety equipment used: _____

Was bike transported? Yes ☐ No ☐ **By Whom?** _____

Weather conditions: _____

1. Description of Incident (identify any bicycles, vehicles, etc., involved (include license #s where applicable): _____

(Continue on back)

2. Injured Party's Statement of How Incident Occurred (in own words): _____

(Continue on back)

3. Witnesses: (name, address, phone, license #) _____

(Continue on back)

Date of Report _____

Signature of person completing the report _____

Witnesses should complete Witness Statement Forms. Activity leaders submit Incident and Witness Reports to OHGLA Board (Club Secretary) and retain copy with Signed Waivers.

Revised 2/8/2017

**On the Hill Gang Los Angeles
Policies/Guidelines
Revised 8 February 2017**

**ON THE HILL GANG LOS ANGELES
INCIDENT REPORT - WITNESS STATEMENT**

ACTIVITY: SKIING ☐ HIKING ☐ BIKING ☐ KAYAKING ☐ OTHER ☐

ACTIVITY LEADER: _____

Date of Incident: _____ **Time of Incident:** _____ **AM/PM**

Your Name: _____

Address: _____ **Phone:** _____

1. Please describe what happened and what you observed: _____

_____ (Continue on back)

2. Identify people involved (name, address, phone #): _____

3. Identify bicycles, cars or other vehicles involved (license #s if applicable): _____

4. Describe any safety equipment used by injured party (helmet, vest, etc.): _____

5. Identify any other witnesses (name, address, phone): _____

Date of Report

Signature of person completing the report

Submit completed form to Activity Leader.

Revised 2/8/2017