

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

I wish to participate myself, or with a minor child participate, in courses or activities of the Boeing Employees Travel Club (hereinafter referred to as the "Travel Club"). In consideration for the right to participate in Travel Club courses or activities, I acknowledge and agree as follows:

1. I am aware that the Travel Club is an employee recreation club sponsored by The Boeing Company. I acknowledge that participation in Travel Club activities is entirely voluntary and unrelated to my or any other person's employment or job duties. The term "Travel Club activities" means any activity organized or conducted by the Travel Club or for which the Travel Club is responsible, including any transportation for which the Travel Club is responsible.
2. I am aware that Travel Club activities may involve risks and dangers, including the risk of serious injury or death. I certify that I am aware of and accept full responsibility for all of the risks involved in Travel Club activities, including but not limited to the risks inherent in travel and in the travel environment, whether caused by weather conditions, snow or terrain conditions, the forces of nature, the hazards of transportation, the actions or negligence of Travel Club officers, instructors, members or participants, or any other persons, or accidents or illness in remote areas without medical facilities.
3. I accept my responsibility and the responsibility of any minor for whom I am signing this Agreement to adhere to any rules, policies and instructions provided by the Travel Club for Travel Club activities.
4. I agree to RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Travel Club and The Boeing Company, and their respective directors, technical directors, officers, instructors, members, employees, and agents, FROM ANY AND ALL LIABILITY, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED IN ANY WAY WITH PARTICIPATION IN ANY TRAVEL CLUB ACTIVITIES BY MYSELF OR ANY MINOR FOR WHOM I AM SIGNING THIS RELEASE AS WELL AS ANY COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED IN CONNECTION WITH SUCH CLAIMS.
5. If I am signing on behalf of a minor, I acknowledge that I am releasing and indemnifying against any and all claims that I may have as the minor's parent or legal guardian, whether or not the release of the minor's own claims is found to be enforceable under the applicable law. In the event that the release of the minor's own claims is held not to be enforceable, I AGREE TO ACCEPT FULL RESPONSIBILITY FOR ANY SUCH CLAIM OF THE MINOR AND TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE TRAVEL CLUB AND THE BOEING COMPANY, AND THEIR RESPECTIVE DIRECTORS, TECHNICAL DIRECTORS, OFFICERS, INSTRUCTORS, MEMBERS, EMPLOYEES, AND AGENTS, FROM ANY AND ALL CLAIMS BY OR ON BEHALF OF THE MINOR ARISING OUT OF OR CONNECTED IN ANY WAY WITH PARTICIPATION IN ANY TRAVEL CLUB ACTIVITIES BY MYSELF OR ANY MINOR FOR WHOM I AM SIGNING THIS AGREEMENT AS WELL AS ANY COSTS OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED IN CONNECTION WITH SUCH CLAIMS.
6. I ACKNOWLEDGE THAT THE RELEASE AND INDEMNITY PROVISIONS IN PARAGRAPHS 4 AND 5 APPLY TO ALL CLAIMS FOR INJURY OR DAMAGE RESULTING FROM ANY CAUSE, INCLUDING THE NEGLIGENCE OF ANY PARTY RELEASED HEREIN. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE BINDING ON ALL FAMILY MEMBERS, INCLUDING MINORS, GUARDIANS, HEIRS AND ANY EXECUTOR OR PERSONAL REPRESENTATIVE OR BENEFICIARY.
7. I agree that this Agreement should be enforced to the full extent permitted by law. If any section or part of this Agreement is held not to be enforceable under the applicable law, the remainder of the Agreement shall be enforced. The release and indemnification provisions of this Agreement do not apply to reckless or intentional acts unless such provisions are permitted by the applicable law.
8. If I am signing this Agreement as an adult participant, I state that I am 18 years of age or older and legally competent to sign this Release of Liability and Indemnification Agreement. I understand that these terms are contractual and not a mere recital. I have signed this document of my own free act. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE AND INDEMNITY BY READING IT BEFORE I SIGNED IT.
9. If I am signing this Agreement for a minor participant (parents or legal guardians must sign for all persons under 18 years of age), I state that I am the parent or legal guardian of the minor participant signing this Release of Liability and Indemnification Agreement and that I am legally competent to sign this Agreement on behalf of the minor. I have discussed with the minor the risks and responsibilities of participating in Travel Club activities and represent that the minor is sufficiently mature to understand the responsibility to abide by the rules, policies and instructions of the Travel Club. I will accompany and supervise the minor during all Travel Club activities. I understand that these terms are contractual and not a mere recital. I have signed this document of my own free act. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE AND INDEMNITY BY READING IT BEFORE I SIGNED IT.

Name _____ Signature _____ Date _____

Name _____ Signature _____ Date _____

Names and Ages of any minors under 18 years of age participating in Travel Club activities with you:

If you are a guest sponsored by a member traveling with you, please print sponsor's name and trip name

Name _____ Trip Name _____