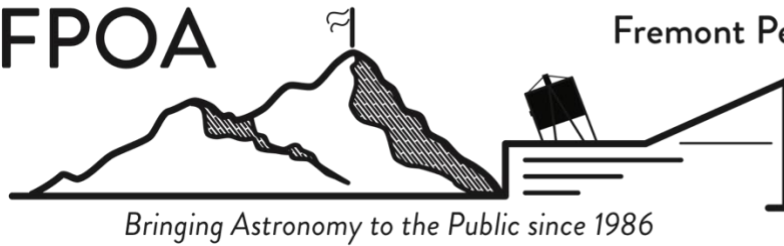


# FPOA



Fremont Peak Observatory Association

PO Box 1376  
San Juan Bautista, CA 95045  
[www.fpoa.net](http://www.fpoa.net) / [info@fpoa.net](mailto:info@fpoa.net)  
(831) 623-2465

*Bringing Astronomy to the Public since 1986*

Dear Member

The 2023 Contract requires that for a member to access the area we operate under contract to the state they must sign two distinct documents

- **FPOA's Member Contract** – Where you agree to the terms of access and agree to a liability waiver tailored to the risks of the FPOA Concession
- **A State Liability Waiver** – That some lawyer in Sacramento thinks is also necessary

The board decided on 9/16/23 that all future Observer members and all volunteers to FPOA programs are now required to sign both documents.

**To Execute These documents** (some fields will be filled in automatically)

- Fill in your name on Page 2
- Sign and provide the other information on Page 3
- On the state waiver (Page 4) Date and name at the top. Print your name, sign, and date at the bottom. FPOA is not interested in maintaining information on next of kin.

Please fill out these two forms on your computer then either

- **Mail** – print and sign both pages and mail to:  
FPOA MEMBERSHIP  
c/o Rob Hawley  
1233 Hillcrest Dr.  
San Jose, CA 95120-4037  
[membership@fpoa.net](mailto:membership@fpoa.net)
- **Email** – Print, sign, scan, and email a PDF to the above address.
- **Electronically Sign** - Electronically sign the PDF with your favorite tool and email.

# FREMONT PEAK OBSERVATORY ASSOCIATION

## MEMBER CONTRACT

Required to operate a Telescope in the FPOA Area

Name: \_\_\_\_\_

All members must have a current Liability Waiver on file prior to the use of the FPOA Premises either with their Telescope, to volunteer to operate an FPOA Telescope, or to assist in the maintenance of the FPOA building or grounds. In addition, the member must have Observer-level membership for any private use of the FPOA Area, including on public program nights.

- You can select Observer-level membership when you join or renew your FPOA membership. See our membership page for more information
- Any FPOA member (including those not at the Observer level) may participate with their telescope on FPOA Premises as part of a scheduled Public Program, so long as this document is on file.
- Once trained on its use, an Observer may schedule personal use of the 30" Challenger telescope provided they have assisted in at least one public program during the previous 12 months.
- This document need only be filed once.

By signing on the next page you agree to the with the terms of the [FPOA Reservation Procedure](#) and [Usage Rules](#).

Please fill out the form on your computer then either

- **Mail** – print and sign both pages and mail to:  
FPOA MEMBERSHIP  
c/o Rob Hawley  
1233 Hillcrest Dr.  
San Jose, CA 95120-4037  
membership@fpoa.net
- **Email** – Print, sign, scan, and email a PDF to the above address.
- **Electronically Sign** - Electronically sign the PDF with your favorite tool and email.

## Acknowledgment of FPOA Member Responsibility, Express Assumption of Risk, and Release of Liability

The term "Protected Parties" includes the Fremont Peak Observatory Association, its officers, directors, employees, agents, presenters, and FPOA volunteer staff. It also includes the State of California, its officers, employees, and servants as related to the operation of an FPOA program.

I understand that during my participation in Fremont Peak Observatory Association Events, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each Event and cannot be eliminated without destroying the unique character of the Event. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death ("Injuries and Damages") from exposure to the hazards of night time activities in the dark and/or observing the sun and the Fremont Peak Observatory Association has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, or the *Protected Parties*, either as a result of negligence or because of other reasons. **I understand that risks of Injuries and Damages are involved in night time activities and/or observing the sun at Fremont Peak Observatory Association Events** and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on FPOA Events there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed. In consideration for my acceptance as a participant in FPOA Events, and the services and amenities to be provided by the Fremont Peak Observatory Association in connection with Events, I confirm my understanding that:

1. I have read any rules and conditions applicable to the Event made available to me; and I acknowledge my participation is at the discretion of the presenter.
2. The Events officially begins and ends at the location(s) designated by the Fremont Peak Observatory Association. The Events do not include carpooling, transportation, or transit to and from the Events, and I am personally responsible for all risks associated with such travel. This does not apply to transportation provided by the Fremont Peak Observatory Association during Events.
3. This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
4. To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY** the *Protected Parties* from **any and all liability** on account of, or in any way resulting from Injuries and Damages, even if caused by **negligence** of the *Protected Parties*, in any way connected with Events. I further agree to **HOLD HARMLESS** the *Protected Parties* from any claims, damages, injuries or losses caused by my own negligence while a participant on Events. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on Events.
5. I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Event.

---

Signature

---

Address, City, ST, Zip

---

Name, Printed

---

email

---

Date

---

Phone

# STATE CONCESSIONAIRE'S VOLUNTEER WAIVER FORM

## *Volunteer Waiver of Liability and Release, Express Assumption of Risk and Indemnity Agreement*

This Volunteer and Waiver of Liability executed on \_\_\_\_\_ by \_\_\_\_\_ ("Volunteer") releases Fremont Peak Observatory Association ("Concessionaire") and the State of California, Department of Parks and Recreation ("State").

Volunteer understands and acknowledges that there are risks of personal injury, death, and property damage while volunteering with Concessionaire in their execution of contract P23CA003 with State. The risks are inherent in these concession activities; still other risks may arise from conditions, situations, or activities of which Volunteer is presently unaware. Volunteer participation is voluntary and without anticipation of payment of any kind and is based on my independent assessment of the risks, without reliance on representations or advice by employees or representatives of the Concessionaire, the State of California, or any other person. Volunteer understands that they are responsible for their own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to Concessionaire.

**(1) WAIVER AND RELEASE: I HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST CONCESSIONAIRE, AND AGAINST THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION (STATE), ARISING AS A RESULT OF MY VOLUNTEER SERVICES WITH CONCESSIONAIRE IN RELATION TO CONTRACT P23CA003 WITH STATE; THIS RELEASE APPLIES EVEN IF CONCESSIONAIRE AND/OR STATE IS NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY CONCESSIONAIRE AND STATE FROM ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE INDEMNITIES APPLY EVEN IF CONCESSIONAIRE AND/OR STATE IS NEGLIGENT OR OTHERWISE AT FAULT.**

(2) INSURANCE: I understand that Concessionaire does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. I expressly waive any such claim for compensation or liability on the part of Concessionaire and State beyond what may be offered freely by Concessionaire or State in the event of injury of medical expenses incurred by me.

(3) MEDICAL: I hereby release and forever discharge Concessionaire and State from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with Concessionaire. I understand and agree that should emergency rescue services or evacuation become necessary, the expenses are my sole responsibility and not those of Concessionaire and/or State or any other public or private entity.

(3) ASSUMPTION OF RISK: I am familiar with the safe operation and use of equipment and tools that I may utilize in connection with this volunteer activity, and I will not undertake to use any equipment or tools with which I am unfamiliar or do not know how to operate safely. I will perform assigned tasks which are within my physical capability to the best of my ability, and I will not undertake tasks that are beyond my ability or physical capability. I acknowledge and assume all risk of injury, death, or property damage I might suffer while participating in these volunteer activities, even if it occurs as a result of the negligence of Concessionaire and/or State or defects in equipment. I absolve and release Concessionaire and State from the consequences of their negligence, including without limit, rescue efforts, and defects in equipment, will protect, hold harmless, indemnify and defend Concessionaire and State against any legal actions or other claims for damages arising from my actions.

**I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.**

I warrant that I am executing this agreement voluntarily and that neither Concessionaire nor the State has made any representations to induce or coerce me to sign this document. I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and expressly and specifically protect Concessionaire and State including, as applicable, their agents, employees, officers, directors, and shareholders.

Printed Name & Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of parent or guardian for participant under age 18: \_\_\_\_\_

Name & Telephone of person to contact for emergencies: \_\_\_\_\_