

Long Tom Watershed Council Release and Waiver of Liability

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

In consideration of my acceptance as a participant in the activities sponsored by the Long Tom Watershed Council, and the services and amenities provided by the Long Tom Watershed Council, I agree to the following:

Release and Waiver: I hereby release from liability, indemnify and hold harmless the Long Tom Watershed Council, its officers, directors, owners, agents, volunteers, activities coordinators, sponsors, suppliers, supporters, landowners, other affiliated organizations, and their employees and agents (collectively the "LTWC") from any and all claims that I may now have or which I may hereafter have for property damage, injury, illness, or death which I may suffer or for which I may be liable to others, arising out of or in any way connected with my participation in any activities associated with the LTWC ("Activities"). I understand that this release and waiver of liability applies to all claims, including negligence by the LTWC, under any theory of recovery except claims based upon intentional misconduct.

Activities: I understand the Activities include, but are not limited to: hiking, planting, mulching, pulling weeds, heavy lifting, use of power tools and other tools that cause injury, use of common chemicals, use of any type of vehicle including all-terrain vehicles, boats and transportation to and from the activity site, and environmental hazards including, but not limited to: uneven terrain, rivers and streams, falling branches or trees, hazardous driving conditions, inclement weather, reaction to plants or insects, harm resulting from contact with animals, etc.

Safety: I understand that during my participation in the Activities, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in the Activities 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. If the activity involves uses of any type of vehicle, including boats, I agree that I am aware of and will comply with all legal regulations, including alcohol and substance abuse laws, and any applicable safety requirements. I agree to read, listen to, and follow all safety instructions presented in conjunction with the Activities; to use good judgment based on physical ability, current road and/or weather conditions, and to immediately terminate participation in the activity if activities become too difficult or if for any other reason I feel uncomfortable. If I decide to leave early and not to complete the Activities as planned, I assume all risks inherent in my decision to leave and waive all liability against the LTWC arising from that decision. Likewise, if the activities coordinator has concluded the Activities, and I decide to go forward without the activities coordinator, I assume all risks inherent in my decision to go forward and waive all liability against the LTWC arising from that decision. I also understand that failure to comply with requirements or safety instructions will result in the termination of my participation in the Activities.

Assumption of the Risk: I understand the Activities include work that may be hazardous. I hereby voluntarily participate in the Activities and expressly and specifically assume the risk of property damage and injury to others and myself in the Activities and release the LTWC from all claims of liability for property damage, injury, illness, or death resulting from the Activities, including claims under a theory of negligence.

Medical Care: I understand that there may not be rescue or medical facilities immediately available for the injuries I may suffer from the hazards and risks to which I may be exposed, and I agree that I am responsible for my own medical care. However, if I do receive medical care in the event of an emergency (for instance, if I am unconscious) I do release the LTWC from any and all claims resulting from any first aid, treatment, or service rendered.

Insurance: I understand the LTWC does not provide any health, medical, or disability insurance for participants in the Activities ("Participants"). I hereby acknowledge that I have adequate health insurance necessary to provide for and pay any medical costs that may directly or indirectly result from participation in the Activities.

Photographic Release: I hereby grant and convey unto the LTWC all rights, title, and interest in any and all photographic images and video or audio recordings made by the LTWC during the Activities with the LTWC, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I grant permission to the LTWC to use photographs taken by and/or of me for use in publications, including websites or other electronic forms or media, and to offer the photographs for use or distribution in all manners, for advertising, trade, promotional and other related lawful purposes without notifying me.

Volunteer: I intend to participate in the Activities with the LTWC, and I understand I will receive no compensation, pay, or remuneration for my services by the LTWC. I also understand the LTWC does not provide worker's compensation insurance for Participants.

Jurisdiction: I understand this Release and Waiver of Liability ("Waiver") is governed by Oregon law and I agree the exclusive jurisdiction over claims will be in Oregon State Courts, with venue in Lane County and/or Benton County, Oregon.

Severability: I agree if any part of this Waiver is determined to be unenforceable, it is intended that all other terms be enforced.

Termination of Agreement: I agree this Waiver is binding until the LTWC receives a statement in writing that I no longer agree to the terms in this Waiver.

I HAVE READ AND UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS WAIVER, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I AND/OR MY CHILD MAY HAVE AGAINST THE LTWC, INCLUDING ANY CLAIMS FOR NEGLIGENCE OF THE LTWC. I NEVERTHELESS ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY AND AGREE IT IS BINDING UPON ME, MY HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES. BY SIGNING BELOW I CERTIFY THAT I AM AT LEAST 18 YEARS OLD AND PHYSICALLY FIT TO PARTICIPATE IN THE ACTIVITIES. IF I AM SIGNING AS A PARENT OF GUARDIAN I ACKNOWLEDGE THAT I MAKE THIS AGREEMENT ON BEHALF OF MY MINOR.

Participant's Signature	Participant's printed name	Date
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Parent/Guardian's signature (For Participants under 18)	Parent/Guardian's printed name	Date
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Full Address	Home Phone
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Email	Cell Phone
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Emergency Contact and Phone