

**Wilderness Volunteers: Giving Something Back, Inc.**  
**RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**

Please read carefully. All participants are required to sign this form. This form has 2 pages; please initial page one and sign page two.

Project Name \_\_\_\_\_ Start Date \_\_\_\_\_

ASSUMPTION OF RISKS: I understand that **outdoor activity can be inherently dangerous**. I acknowledge that I have voluntarily chosen to participate in the Project listed above and that by so doing, I might be subjecting myself to **dangers and hazards** that could result in illness, injury or death. These hazards could include, but are not limited to, rough terrain, narrow trails, high altitude, hot and cold weather, wild animals and plants, illness or injury in areas remote from medical facilities, the forces of nature and acts of God, communicable diseases (such as MRSA, influenza, or COVID-19), rough water, sharp or dull tools, rolling rocks and travel by boat or vehicle conveyance. **I freely accept the risks** involved in participating in this trip including any risks caused by the negligence of Wilderness Volunteers: Giving Something Back ("WV"), its employees, volunteer staff, directors, officers, and other trip participants.

2. MY HEALTH & INSURANCE: I have disclosed relevant medical conditions and medications to WV. I understand that if rescue, and/or evacuation, is necessary, the costs are not covered by WV or the project agency and that I, or my estate, will bear responsibility for the cost of any evacuation procedures utilizing an ambulance, helicopter, or rescue team and any type of related medical care. I affirm that I have adequate and applicable health and/or accident insurance which will cover the cost of reasonable and appropriate health care for any injury or illness I may experience while participating in the project identified herein or other related activities, or that I will assume responsibility for these expenses.

3. RELEASE OF LIABILITY: In consideration of my being permitted to participate in this Project, I agree to assume all risks of illness, injury or death and agree not to sue and to release, waive and discharge FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to my person or property, even injury resulting in death, whether caused by the negligence of WV, its directors, officers, employees, agents, volunteer staff and other persons or entities involved with this trip ("the Released Parties"), which may arise in connection with my participation in the project identified above or related activities, to the fullest extent permissible under the law. This release extends to claims based on negligence, but does not extend to claims for gross negligence, or intentional or reckless misconduct.

4. INDEMNIFICATION, HOLD HARMLESS AND DEFENSE: I promise to INDEMNIFY, HOLD FOREVER HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Project. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, which they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. ACKNOWLEDGEMENT: I have carefully read WV's Reservation Information and Application, and have familiarized myself with all of the information provided to me about the Trip including correspondence from the Project staff. I agree to all of the conditions in the Reservation Information including the sections about my responsibilities. I acknowledge that WV has no control over and assumes no responsibility for my transportation to or from the Project.

6. SEVERABILITY: I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

7. APPLICABLE LAW, FORUM & ATTORNEY'S FEES: This agreement is governed by and shall be construed in accordance with the laws of the state of Oregon, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Project shall be brought only in Oregon, and I

Page One Initial: \_\_\_\_\_

Revision date: Oct 1, 2020

agree to the jurisdiction and venue of the Circuit Court of the State of Oregon for Multnomah County or the US District Court of Oregon in Portland, OR, for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the non-prevailing party will pay all costs, disbursements and attorney's fees of the prevailing party and costs of the parties seeking to uphold the agreement.

8. I hereby consent that any image in which I appear may be used without compensation to me for purposes including, but not limited to, publicity or advertising, media such as catalogues, flyers, the WV website, and news stories.

9. I have carefully read this Release of Liability, Assumption of Risk, & Indemnification Agreement before voluntarily signing it. No oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document. By signing this agreement, I acknowledge that it shall be effective and binding upon me, my family, heirs, next of kin, administrators, executors, representatives, and my estate.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_ Print

Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Further, I, as the parent or guardian undersigned of the minor child or dependent listed below, individually and on their behalf, agree that they are subject to all the terms and conditions of this agreement as fully set forth above, including those set forth in Paragraphs 1, 3, and 4 relating specifically to the release of liability, assumption of risk, and indemnification.

Participating Minor \_\_\_\_\_ Date of Birth \_\_\_\_\_

Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

## Wilderness Volunteers Emergency Medical Information

Please fill out this form and give it to your leader before the start of the Project:

Name \_\_\_\_\_ Date \_\_\_\_\_

Has your health status changed since you applied for the trip? If so, please provide an update: \_\_\_\_\_

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Medication you currently take on a regular basis: \_\_\_\_\_

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In case of emergency, please furnish emergency contact:

Name \_\_\_\_\_ relationship \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone numbers: \_\_\_\_\_