

WALLOWA MOUNTAINS HELLS CANYON TRAILS ASSOCIATION

Release of Liability, Assumption of Risk, and Indemnification Agreement

All volunteers participating in Wallowa Mountains Hells Canyons Trails Association (WMHCTA) outings are required to read and sign this form. Please initial each section of the form where indicated and sign your name on the last page.

ASSUMPTION OF RISKS: I understand that activities associated with trail maintenance in the wilderness can be inherently dangerous. I acknowledge that I have voluntarily chosen to participate in scheduled WMHCTA outings and, that by doing so 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 exposure to the following: rough or steep terrain, narrow trails, high altitude, inclement or severe weather, wild animals, toxic plants, rough water, use of sharp tools, tumbling rocks, potential accidents while traveling to work sites, unpredictable forces of nature and “acts of God,” and limited access to emergency medical care services owing while working in remote wilderness areas. I freely accept the risks involved in participating in WMHCTA sponsored outings, including any risks caused by the negligence of WMHCTA, including trip leaders and members of the WMHCTA Board of Directors.

_____ (Initial here to acknowledge your understanding and acceptance)

MY HEALTH AND INSURANCE: I have disclosed current medical conditions, medications, and allergies on the WMHCTA member application form. I understand that if rescue and/or evacuation is necessary, I or my estate will bear responsibility for the cost of any evacuation procedures that utilize an ambulance, helicopter, or rescue team and any related medical care. I affirm that I have adequate health and/or accident insurance that will cover the cost of appropriate health care for any injury or illness I may experience while participating in WMHCTA outings, or that I will assume responsibility for these expenses.

_____ (Initial here to acknowledge your understanding and acceptance)

RELEASE OF LIABILITY: In consideration of my being permitted to participate in WMHCTA outings, 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 occurs to my person or property, even injury resulting in death, whether caused by the negligence of WMHCTA, its directors, officers, volunteers, and other persons or entities involved with WMHCTA outings, which may arise in connection with my participation in WMHCTA outings, 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.

_____ (Initial here to acknowledge your understanding and acceptance)

INDEMNIFICATION, HOLD HARMLESS AND DEFENSE: I promise to INDEMNIFY, HOLD FOREVER HARMLESS AND DEFEND the Released Parties (defined under paragraph 3, “Release of Liability”) against any and all claims to which paragraph 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 WMHCTA outings. 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.

_____ (Initial here to acknowledge your understanding and acceptance)

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.

_____ (Initial here to acknowledge your understanding and acceptance)

CONSENT TO USE PHOTOGRAPHS: I hereby consent that any photograph in which I appear may be used without compensation to me for purposes of publicity and public relations, such as in flyers, news stories, and posting on the WMHCTA website.

_____ (Initial here to acknowledge your understanding and acceptance)

SIGNATURE: I have carefully read this Release of Liability, Assumption of Risk, and 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's Signature

Date

Printed Name

Birthdate

AUTHORIZATION FOR MINORS: 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 related specifically to the release of liability, assumption of risk, and indemnification.

Participating Minor

Birthdate

Parent or Guardian Signature

Date