

Participation, Waiver, and Release Agreement

Please Read Carefully Before Signing: This Is a Release of Liability and Waiver of Certain Legal Rights

In consideration for my being permitted by Cascade Forest Conservancy (CFC) to participate in the various activities that take place in the forests of Washington and roads of Washington and Oregon, I agree to the following waiver and release: I acknowledge that travel in forest areas, activities, and work projects have inherent risks, hazards, and dangers that cannot be eliminated, particularly in a forested environment. **I understand that these risks, hazards and dangers include without limitation:** 1. Risks arising from any activities in areas where no outside services are available or provided; where rescue and advanced medical care and services are limited and will be slow, if available at all; where trail or road conditions vary, are not maintained or controlled and are unpredictable and changeable; where hazards may not be obvious or visible; where weather is changeable and unpredictable; 2. Risks involved in decision making and route finding in a forest environment; and 3. Such other risks, hazards and dangers that are integral to forest travel and activities that take place in a forest environment such as hiking, climbing, backpacking, planting trees, and walking on rough, wet, uneven, or steep terrain.

_____ Please initial

I have read and understand the information provided by CFC regarding the activities, work projects, and travel to and from the areas for such activities and projects. I also acknowledge that CFC staff has been available to more fully explain to me the risks, hazards and dangers of the subject activities and projects. I understand that participation in the travel, activities, and projects in a forest environment may require good physical conditioning and a degree of skill and knowledge different from other activities. I understand that I have responsibilities as a forest visitor. **I am voluntarily participating in the activities and projects of CFC with full knowledge of the inherent risks, hazards and dangers involved and hereby assume and accept any and all risks of injury, paralysis or death.**

_____ Please initial

Lastly, for myself, my heirs, successors and executors, I hereby **knowingly and intentionally waive and release, indemnify and hold harmless CFC**, its directors, officers, agents and employees, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) and **Negligence** of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my participation in the activities and projects of the CFC, the use of its information services and traveling in a forest environment, and from **Negligence** of CFC, its directors, officers, agents or employees, or from some other cause, other than that which occurs as a result of gross negligence, wanton or willful misconduct, or reckless or intentional conduct. I further agree not to sue CFC as a result of any injury, paralysis or death that may occur while participating in its activities, projects, or travel for all matters waived and released hereby.

_____ Please initial

Photo release: CFC frequently uses photos and videos of, and by, volunteers in CFC's newsletter, web and print publications. I allow CFC to use any photos and videos I appear in or have provided to CFC. I understand and agree that photographs and video recordings of me may be placed on the Internet and used in other formats and copyrighted works. I also understand and agree that I may be identified by name or title in printed, Internet or broadcast information that might accompany the photographs and video recordings of me. I waive the right to approve the final product. I agree that all such photographs and video recordings, and any reproductions thereof, are and shall remain the property of CFC and that I have no right, title, or interest in or to any of the foregoing.

_____ Please initial

I have carefully read, clearly understand and voluntarily sign this participation, waiver, and release agreement.

Signature: _____

Print first and last name: _____

Date: _____

For questions, contact Shiloh Halsey at shiloh@cascaforest.org