

Participation, Waiver and Release Agreement

For guardians or parents of participants *under the age of eighteen years*

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

In consideration for the student 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 this Participation, Waiver and Release Agreement. I acknowledge that activities, work projects, and travel in and to forest areas have inherent risks, hazards, and dangers that cannot be eliminated. **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 acknowledge that CFC staff has been available to more fully explain to me the risks, hazards and dangers of the subject activities and projects (503-222-0055 or <https://cascadeforest.org/>). 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 am voluntarily approving of the student's participation in the trip with full knowledge of the inherent risks, hazards and dangers involved.**

_____ Please initial

Lastly, 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 as a result of the student's participation in the activities and projects of the CFC, 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 the student is participating in 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 photos and videos in which the student may appear. I understand and agree that photographs and video recordings of the student may be placed on the Internet and used in other formats and copyrighted works. I also understand and agree that the student may be identified by name or title in printed, Internet or broadcast information that might accompany the photographs and video recordings of the student. 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

The undersigned parent or guardian of the said minor, for themselves and on behalf of said minor, hereby joins in and agrees to the provisions of the Participation, Waiver and Release Agreement and hereby stipulates and agrees to save harmless, indemnify, and forever defend CFC, its directors, officers, agents, and employees, from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees) and negligence, other than that which occurs as a result of gross negligence, wanton or willful misconduct, or reckless or intentional conduct, made or brought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of CFC including, without limitation his or her participation in specific activities and projects of CFC or his or her travel to and from the site of such activities and projects.

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

Student Name (Please Print): _____

Parent or Guardian Printed Name: _____

Parent or Guardian Signature: _____ Date: _____