



## Oregon Wild Outdoor Activity Liability Waiver and Agreement

*Updated April 1, 2024*

By clicking the "liability waiver and agreement" box on the event registration page I acknowledge that I have read, understood, and voluntarily agree to be bound by this activity liability waiver and all of its provisions. I realize that in doing so I am surrendering and releasing valuable legal rights.

Further, I affirm that I am at least eighteen (18) years of age and fully competent to sign this Release, or if not, my parent or guardian is also signing this Release.

### **Assumption of Risks**

- **Safety, Policies and Procedures: I understand that Oregon Wild takes reasonable efforts to make the Activity safe,** but I also recognize that it is impossible for Oregon Wild to guarantee my safety, to fully protect me from harm or injury, or to guarantee that the Activity will proceed exactly as planned. I understand and agree that safety is a shared responsibility, and as a participant, I have a duty to act with reasonable caution, to be observant of unsafe conditions, to report any unsafe conditions to Oregon Wild; and to follow all Oregon Wild safety and other rules, standards, and instructions for the Activity.
- **Risks: I understand that the Activity involves various risks, hazards and dangers,** including risks of physical injury, disability, or death and risk of loss of use or damage to my personal property. These risks may result from the use of equipment, materials, or facilities owned by Oregon Wild or others; from the activity itself; acts of God; from travel away from Oregon Wild facilities, from environmental conditions, from the acts or omissions of others. These may include but are not limited to rockfall, wildlife interactions, lightning, inclement weather, accident, illness, giardia, heat exhaustion, and the hazards of road and highway travel; acts beyond the control of Oregon Wild; or from the unavailability of immediate emergency medical care and may result in loss, injury or death. I affirm and acknowledge that I have been sufficiently informed of and understand the inherent hazards and risks associated with this Activity. I also understand that injury or loss may result from unknown or unexpected risks.
- **Assumption of Risks: I voluntarily and knowingly choose to participate in this Activity despite its risks.** I HEREBY ASSUME ALL RISKS that may arise out of or result from the Activity, including but not limited to the risks described above.

### **Medical Agreements**

- **Health and Medical Insurance.** I certify that I have no medical or health-related problems

which would preclude or restrict my participation in this Activity. I acknowledge that I have been advised to consult with a doctor if I have any concerns about my ability to participate in this Activity. I understand that Oregon Wild does not carry any insurance that would cover any injuries or losses I may suffer while participating in this Activity. I acknowledge that I am solely responsible for any and all costs of medical treatment required by me or on my behalf, I agree to pay for such medical treatment, and I assume all risks of such medical treatment. I certify that I have my own health insurance in effect.

- **Consent for Emergency Treatment.** In the event I am injured or become ill or incapacitated during the Activity, I consent to Oregon Wild authorizing transportation and evacuation and to obtain appropriate medical care and treatment for me, all at my own expense. Because the activity may occur in a backcountry setting, I understand that emergency medical care may not be readily available.

## General Agreements

- **I affirm that I have the prerequisite skills, knowledge, and physical ability necessary** to properly and safely participate in the Activity and to use the equipment and facilities involved in the activity. I am not aware of any allergies or other physical or mental disorder or conditions that would inhibit my participation in this event. If I have any questions or concerns about my abilities to participate in the Activity safely, I will ask Oregon Wild staff.
- **I agree to follow instructions and guidance from Oregon Wild's activity leader** during the outing and understand that my leaders may decline my participation if I'm deemed incapable of safely completing the outing, including if I'm not properly equipped.
- **I agree that I will not bring any intoxicants, firearms, or pets** to the activity unless otherwise arranged and agreed to in advance.
- **I affirm that I will act in accordance with Oregon Wild's mission to have all participants, regardless of age, sex, gender, sexual orientation, race, identity, religion, socioeconomic status and background, feel welcome and safe on this excursion.** I affirm that I will speak and act in ways that empower all participants on this excursion to feel included.

## Photo Release

- **I agree and understand that Oregon Wild may use images of me** with or without my name if over the age of 18 and for any lawful purpose, including for publicity, conservation efforts, fundraising, and public education. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

## COVID-19 and Other Illness Guidelines and Agreement

Oregon Wild **requires that attendees of its in-person events take recommended precautions to stop the spread of COVID-19 and other illnesses** (see <https://www.cdc.gov/respiratory-viruses/guidance/respiratory-virus-guidance.html>). Any participant

is welcome to wear a mask, but they are not required.

In addition, to participate in this activity, I agree that:

- I will not attend the activity if I currently have COVID-19, RSV, or another highly infectious virus, become ill immediately prior to the event, have a fever at the start of the event, or have recently been exposed to someone infected with a highly infectious virus.
- I understand that the COVID-19 virus may have a long incubation period, and that other participants or people encountered during this activity may have the COVID-19 virus and not show symptoms.
- I will notify the hike leader if I become ill with COVID-19 within 10 days after the activity. Oregon Wild has an obligation to contact all other trip participants who may have been exposed to COVID-19, and will keep the identity of the infected person confidential.
- I understand that despite these precautions it is impossible for Oregon Wild to provide completely risk-free environment.

### Release of Liability

- **Release, waiver and indemnity: I HEREBY RELEASE, WAIVE, DISCHARGE, INDEMNIFY, AGREE TO DEFEND AND HOLD HARMLESS, AND AGREE NOT TO SUE** Oregon Wild, its Board of Trustees, Officers, employees, agents, volunteers and any members acting as leaders, organizers or employees, from, for, or against any liability, claim, demand, suit, or cause of action of any kind, for any property damage loss or theft, personal injury, death or disability, or other loss or expense of any kind arising out or in connection with the Activity and any action taken by Oregon Wild pursuant to the Medical Agreements section of this agreement.
- **Binding effect: I intend this Release to be fully binding** on me and my heirs, successors, assigns, and personal representatives.
- **General provisions:** This Release shall be construed in accordance with the laws of Oregon. Venue for any legal action concerning this Release shall be in Multnomah County, Oregon. If any term or provision of this Release is held illegal or unenforceable, all remaining provisions of this Release shall remain in full force and effect. I am not relying on any oral or written representation, statement, or promise other than what is set forth in this Release.

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Signature of participant

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Date

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Signature of parent/guardian if under age 18

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Date