

**This document affects your legal rights.
Read BOTH PAGES carefully before signing.**



RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

In consideration of the permission to participate in the Activity (defined below), I, an adult participant or parent or legal guardian of a participant who is a minor, agree to and accept the terms contained in this document, as reflected by my signature below.

1. ACTIVITY AND ASSOCIATED RISKS: I have chosen to participate in a public hike on (date) (hereinafter referred to as “the Activity”), which take place on U.S. Forest Service public lands and/or Bureau of Land Management public lands. I understand that:

- Cascadia is not associated with or in any way responsible for facilitating the Activity. Cascadia has no control over and assumes no responsibility for the actions of independent organizations and individuals providing any services for the Activity.
- The Activity is inherently hazardous, even when following all safety precautions and exercising all reasonable care, and I may be exposed to dangers and hazards, including but not limited to the following: falls, falling branches, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of conditioning, death, equipment failures, and negligence of others;
- As a consequence of these risks, I may be seriously hurt, disabled, or may die from the resulting injuries, and my property may be damaged;
- Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activity; and
- Cascadia assumes no responsibility for providing medical care during the Activity. I will have to pay for any medical care and/or evacuation that I incur.

2. INDEPENDENT ORGANIZATIONS AND INDIVIDUALS: I acknowledge that Cascadia has no control over and assumes no responsibility for the actions of independent organizations and individuals providing any services for the Activity. I understand that Cascadia is not affiliated with or in any way responsible for facilitating the Activity.

3. ASSUMPTION OF THE RISKS: I hereby freely assume the above-mentioned risks as well as other risks not listed that are part of the Activity, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the Activity—including any injury or loss caused by the negligence of Cascadia, its

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employees, agents and officers, its contractors, and other Activity participants. I also understand that any equipment that I provide or may borrow from Cascadia employees or any other provider I use at my own risk. If the participant is a minor, I have explained the activities and risks to him or her.

4. RELEASE OF LIABILITY: I hereby RELEASE CASCADIA, its employees, agents, officers, directors, and contractors, the providers of any equipment used in the Activity, the U.S. Forest Service, municipal or governmental providers of use permits, and their respective employees, officers, and directors (“the Released Parties”) FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity or are related in any way to the Activity.

5. INDEMNIFICATION HOLD HARMLESS AND DEFENSE: I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 4) against any and all claims to which Section 4 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 Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney’s fees, that 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.

6. SEVERABILITY: I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Oregon law. 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. PHOTO RELEASE: I, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted permission to Cascadia Wildlands to record, edit, and exhibit publicly by any means available, my name, image and likeness in a film/photo materials shot by you. I hereby release you, your successors, assignees and licensees from any and all claims and demands arising out of or in connection with such use. For questions and information please contact claire@caswild.org

I HAVE FULLY INFORMED MYSELF (OR, AS A LEGAL PARENT AND/OR GUARDIAN OF A MINOR, MYSELF AND THE MINOR) OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS

RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT.

I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS (OR, AS A PARENT AND/OR GUARDIAN OF A MINOR, THE LEGAL RIGHTS OF THE MINOR) AND I AGREE AND SIGN IT, ON THE FORM PRESENTED ON PAGE 3 OF THIS RELEASE, OF MY OWN FREE WILL.