	TROUT CREEK WILDERNESS LODGE 36799 S. Dickey Prairie Rd. Molalla, OR 97038 (305) 395-8891 www.troutcreekwildernesslodge.com

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT

CAUTION: By signing this Agreement, you are voluntarily giving up certain valuable legal rights to sue Trout Creek Wilderness Lodge, LLC. Please read and fully understand each provision of this Agreement, and sign and date the bottom of this form.

In consideration of Trout Creek Wilderness Lodge, LLC allowing me to participate in a class or event, I agree as follows:

1. **PARTIES INCLUDED**. I understand that this Agreement includes and is intended to benefit Trout Creek Wilderness Lodge, LLC, its member, manager, agents, employees, volunteers, and all other persons or entities acting in any capacity on its behalf (hereinafter referred to collectively as "TCWL"). The Assumption of Risk, Waiver and Release, Covenant Not to Sue, and Indemnity statements below are made by me for and on behalf of myself, my spouse, my children, my parents, and any of our or their heirs, assigns, personal representatives, and estates.

2. **CODE OF CONDUCT.** I have read and understand the attached Code of Conduct. I understand that my participation in a class or event at TCWL is conditioned on my compliance with the Code of Conduct, and that any violation of the Code of Conduct may result in me being asked to leave the premises. I accept responsibility for all costs or damages arising from my failure to abide by the Code of Conduct.

3. **ASSUMPTION OF RISK**. I acknowledge that the class or event in which I am participating entails certain known and unknown risks that cannot be eliminated. Activities at TCWL expose participants to the risk of cuts, slips, falls, broken bones, infections, burns and bruises, water-related injuries or drowning. Additional risks which could result include damage or loss to property owned by myself, TCWL, or other third parties, and other unknown or unanticipated risks and injuries. I understand that I may suffer physical harm as a result of the acts or omissions of me, TCWL, or other participants. I expressly agree and promise to accept and assume all of the risks associated with activities at TCWL.

4. **THE NOVEL CORONAVIRUS/COVID-19**. The World Health Organization and several government entities have declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to the capacity of COVID-19 to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions which TCWL uses reasonable efforts to observe and comply with as they evolve.

a. In consideration of my participation in the foregoing, I acknowledge and agree to the following:

i. I am aware of the existence of the risk of my physical in-person appearance to the venue, class, or event and that my participation may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to ongoing health issues, paralysis or death.

ii. I have not experienced symptoms of fever, fatigue, difficulty breathing, or dry cough or exhibited any other symptom relating to COVID-19 or any communicable disease within the last 14 days.

iii. I have not been, nor have any members of my household, diagnosed to be infected with COVID-19 within the last 30 days.

b. Following the acknowledgements of preceding section, I hereby declare the following:

i. I am fully and personally responsible for my own safety and actions during my participation in any class or event hosted at TCWL and I recognize that I may be at risk of contracting COVID-19 among other harms and risks.

ii. With full knowledge of the risks involved, I hereby release, waive, and discharge TCWL from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, illness, or death that may be sustained by me related to COVID-19 while participating in any activity, class, or event while in, on or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

c. **I have read and hereby acknowledge and agree to the terms of Section 5 of this waiver**.

5. **WAIVER AND RELEASE**. I hereby voluntarily, fully, and forever waive, release, and discharge TCWL from any and all losses, liabilities, claims, expenses, demands, actions, damages, injuries, causes of action, and rights of action which are related to, arise out of, or are in any way connected with my participation in activities at, with, or hosted, sponsored or administered by TCWL. The foregoing waiver of liability includes, without limitation, damages or injury resulting from the negligence of TCWL (whether such claims are based upon breach of contract, breach of warranty, or any other legal theory) or from any other cause or causes.

6. **COVENANT NOT TO SUE**. I agree not to institute any suit or action at law or otherwise against TCWL, or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to myself or property related to, arising out of, or in any way connected with my participation in activities at, with, or hosted, sponsored or administered by TCWL.

7. **INDEMNITY**. I agree to indemnify, defend, and hold TCWL harmless from any and all losses, liabilities, claims, expenses, actions, or proceedings of any kind which may be initiated by myself or any other person or entity related to, arising out of, or in any way connected with my participation in activities at, with, or hosted, sponsored or administered by TCWL, including

any harms suffered related to COVID-19. This includes reimbursement for all legal costs and attorneys' fees incurred by TCWL, myself, and other indemnified parties, or any of them, for the defense of any such actions.

8. **MEDICAL EXPENSES**. I will pay my emergency medical expenses and all subsequent medical expenses in the event of any incident, accident, illness or incapacity, regardless of whether I have otherwise authorized such expenses.

9. **ATTORNEYS' FEES**. Should TCWL, or anyone acting on its behalf, be required to incur attorneys' fees and costs to enforce this Agreement, or defend a claim arising out of activities at, with, or hosted, sponsored or administered by TCWL, I agree to indemnify and reimburse them for such fees and costs.

10. **VENUE**. In the event I file a lawsuit against TCWL, I agree that this Agreement shall be construed and interpreted in accordance with the laws of the state of Oregon. I further agree that the exclusive venue for any dispute arising out of or relating to this Agreement shall be the Clackamas County Circuit Court and hereby consent to personal jurisdiction in such court.

11. **SEVERABILITY.** I agree that if any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

I WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO MY PARTICIPATION IN ACTIVITIES AT, WITH, OR HOSTED, SPONSORED OR ADMINISTERED BY TCWL.

I HAVE READ THIS AGREEMENT, INCLUDING THE ATTACHED CODE OF CONDUCT, FULLY UNDERSTAND ITS TERMS AND HAVE SIGNED IT FREELY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANYONE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT OF THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I HEREBY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT.

Date: **Signature of Participant**:

_____ _____

Print Name: **If Participant is a Minor, signature of Minor's parent or guardian**:

_____ _____

TROUT CREEK WILDERNESS LODGE VISIT

CODE OF CONDUCT

The old growth ecosystem in which TCWL operates is fragile and subject to a conservation easement. Respect for and protection of the forest and waters are paramount values that TCWL operates with, and we expect our guests to behave consciously and respectfully while on the land.

TCWL wants all of its guests to enjoy their time on the land. In order to ensure the best experience for everyone, guests are asked to follow these guidelines:

1. Please remain on wood chip paths around the premises and demarcated hiking paths in the forest. Park vehicles in designated parking spots.

2. Please do not harvest Trillium or other endangered plant species.

3. Please pick up after yourself, and leave no trace wherever you go while you are on the land.

4. Guests may photograph or videotape the premises for personal use only. Please obtain permission from any other person whose image you capture before posting publicly or on social media. Please contact TCWL if you wish to use images for professional purposes.

5. Children under twelve years of age must be accompanied and closely supervised by an adult.

6. **No pets** are permitted on the premises.

7. **No Nudity nor consumption of alcohol** or other substances including marijuana along the county roadway that bisects the land.

8. Guests may not enter areas of the premises that are marked private on the map.

9. Guests are not allowed in dwellings or spaces that are not accessible to them as a part of their rental agreement or participation in a class or event.

10. Guests are also expected to abide by the additional expectations and parameters outlined for them by their retreat, class, or wedding or event coordinator.

TCWL reserves the right to ask any guest to leave the premises due to behavior that TCWL deems to be inappropriate or disrespectful to the premises, other guests or staff.