



Release of Liability, Assumption of Risk, and Indemnification Agreement

This document affects your legal rights. Read carefully before signing.

1. ACTIVITY AND ASSOCIATED RISKS: I have chosen to voluntarily participate in outdoor education programs conducted by the Tyee Outdoor Experience LLC ("TOE"). Courses will be taught in classroom and outdoor settings, including wilderness terrain, under all weather conditions ("Activity").

I understand that the Activity involves hazardous activities and I may be exposed to dangers and hazards, including, but not limited to, some of the following (depending on the nature of the Activity): running, hiking, lifting and carrying, falling, falling rocks, fractures, concussions, dangerous weather, overexertion, overheating, injuries caused by my lack of fitness or conditioning, river currents, hostile or aggressive wildlife, drowning, paralysis, death, equipment failures, and negligence of others. As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries and that my property may also be damaged. Furthermore, TOE shall have no responsibility for me before and/or after the Activity during my free time. I also understand hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activity. Therefore, TOE assumes no responsibility for providing medical care during the Activity and I will pay all costs for any medical care and/or evacuation.

In consideration of the permission to participate in the Activity, I agree to the terms contained herein.

2. ASSUMPTION OF THE RISKS: I hereby freely assume the inherent and all other risks described above and any harm, injury, death or loss, known or unknown, 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 loss, injury or death caused by the negligence of TOE or their employees, officers, agents, contractors, and/or other Activity participants. I also understand that any equipment that I provide or borrow from TOE or any other provider I use at my own risk and that any such equipment is provided "AS IS" without any warranty about its condition or suitability.

3. RELEASE OF LIABILITY: I hereby **RELEASE TOE**, their respective employees, guides, volunteers, contractors, agents, officers, the providers of any equipment used in the Activity, landowners, municipal or governmental providers of use permits, and their respective employees, officers, and directors ("Release Parties") **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS, AND DEMANDS that arise in any way from any injury, illness, disability, death, loss, emotional distress or harm that occurs to me**, 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 Release Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Oregon law does not permit to be excluded by agreement. I also agree **NOT TO SUE** or make a claim against the Release Parties for death, injury, loss, or harm that occurs during or results from the Activity.

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE: I promise to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties (defined in Section 3) against any and all claims to which Section 3 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 acts and omissions, and any other claim arising from my participation or 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.

5. **AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the instructions and/or directions for the Activity given to me by the leaders of the Activity.

6. **USE OF MY LIKENESS:** I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant TOE permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

7. **SEVERABILITY:** I acknowledge that this agreement is 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.

8. **APPLICABLE LAW, FORUM & ATTORNEY'S FEES:** This agreement is governed by and shall be construed in accordance with the laws of that state of Oregon, without any reference to its choice of law rules. I agree that any dispute arising from this agreement or in any way associated with the Activity shall be brought only in the state or federal courts of Douglas County, Oregon and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will be reimbursed for all attorney's fees and costs incurred in the enforcement of this agreement.

By signing below, I acknowledge that I have read and understood and agree to the terms and conditions of this agreement. No oral representations, statements or other inducements to sign this agreement have been made apart from what is contained herein.

Signature of Participant: _____ Date: _____

Name Printed: _____ Date of birth: _____

If participant is a minor, signature of parent or responsible adult is also required below:

In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY, AND DEFEND the Release Parties** (defined in Section 3) **from all liabilities and claims that arise in any way from any injury, death, loss, or harm that occurs to the minor child** during the Activity in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that Oregon law does not permit to be excluded by agreement.

Parent/Responsible Adult Signature: _____

Name Printed: _____

Relationship: _____ Date: _____