

Volunteer Release and Waiver of Liability

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

In consideration of my acceptance as a participant in the activities sponsored by (mark all that apply):

- Curry Soil and Water Conservation District
- Curry Watersheds Nonprofit 501c3

I agree to the following:

Release and Waiver: I hereby release from liability, indemnify and hold harmless the above mentioned sponsor(s), its officers, directors, owners, agents, volunteers, activities coordinators, suppliers, supporters, landowners, other affiliated organizations, and their employees and agents from any and all claims that I may now have or which I may hereafter have for property damage, injury, illness, or death which I may suffer or for which I may be liable to others, arising out of or in any way connected with my participation in any activities associated with the sponsor(s) ("Activities"). I understand that this release and waiver of liability applies to all claims, including negligence by the sponsor(s), under any theory of recovery except claims based upon intentional misconduct.

Activities: I understand the Activities include, but are not limited to: hiking, planting, pulling weeds, water quality testing, construction, heavy lifting, using tools that could cause injury, use of chemicals, use of any type of vehicle including all-terrain vehicles, boats and transportation to and from the activity site, and environmental hazards including, but not limited to: uneven terrain, rivers and streams, falling branches or trees, inclement weather, reaction to plants or insects, harm resulting from contact with animals, etc.

Safety: I understand that during my participation in the Activities, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in the Activities, and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. If the activity involves use of boats, I agree that I am aware of and will comply with applicable boating safety requirements, including portable flotation device and noisemaking device requirements. I agree to read, listen to, and follow all safety instructions presented in conjunction with the Activities; to use good judgment based on physical ability, and to immediately terminate participation in the activity if activities become too difficult or if for any other reason I feel uncomfortable. If I decide to leave early and not to complete the Activities as planned, I assume all risks inherent in my decision to leave and waive all liability against the sponsor(s) arising from that decision. Likewise, if the activities coordinator has concluded the Activities, and I decide to go forward without the activities coordinator, I assume all risks inherent in my decision to go forward and waive all liability against the sponsor(s) arising from that decision.

Assumption of the Risk: I understand the Activities include work that may be hazardous, and I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the sponsor(s) from all claims of liability for property damage, injury, illness, or death resulting from the Activities, including claims under a theory of negligence.

Medical Care: I understand that there may not be rescue or medical facilities immediately available for the injuries I may suffer from the hazards and risks to which I may be exposed, and I agree that I am responsible for my own medical care. However, if I do receive medical care in the event of an emergency (for instance, if I am unconscious) I do release the sponsor(s) from any and all claims resulting from any first aid, treatment, or service rendered.

Insurance: I understand the sponsor(s) does not provide any health, medical, or disability insurance for participants in the Activities (“Participants”).

Photographic Release: I hereby grant and convey unto the sponsor(s) all rights, title, and interest in any and all photographic images and video or audio recordings made by the sponsor(s) during the Activities, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I grant permission to the sponsor(s) to use photographs taken by and/or of me for use in publications, including websites or other electronic forms or media, and to offer the photographs for use or distribution in all manners, for advertising, trade, promotional and other related lawful purposes without notifying me.

Volunteer: I intend to participate in the Activities with the sponsor(s), and I understand I will receive no compensation, pay, or remuneration for my services by the sponsor(s). I also understand the sponsor(s) does/do not provide worker's compensation insurance for Participants.

Jurisdiction: I understand this Release and Waiver of Liability (“Waiver”) is governed by Oregon law and I agree the exclusive jurisdiction over claims will be in Oregon State Courts, with venue in Curry County, Oregon.

Severability: I agree if any part of this Waiver is determined to be unenforceable, it is intended that all other terms be enforced.

Termination of Agreement: I agree this Waiver is binding until the sponsor(s) receives a statement in writing that I no longer agree to the terms in this Waiver.

I HAVE READ AND UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS WAIVER, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I AND/OR MY CHILD MAY HAVE AGAINST THE SPONSOR(S), INCLUDING ANY CLAIMS FOR NEGLIGENCE OF THE SPONSOR(S). I NEVERTHELESS ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY AND AGREE IT IS BINDING UPON ME, MY HEIRS, ASSIGNS, AND LEGAL REPRESENTATIVES. BY SIGNING BELOW I CERTIFY THAT I AM AT LEAST 18 YEARS OLD AND PHYSICALLY FIT TO PARTICIPATE IN THE ACTIVITIES. IF I AM SIGNING AS A PARENT OF GUARDIAN I ACKNOWLEDGE THAT I MAKE THIS AGREEMENT ON BEHALF OF MY MINOR.

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| Participant’s Signature | Participant’s printed name | Date |
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| Parent/Guardian’s signature (For Participants under 18) | Parent/Guardian’s printed name | Date |
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| Full Address | Home Phone |
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| Email | Cell Phone |
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Emergency Contact and Phone