

## DESCHUTES LAND TRUST 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 the Deschutes Land Trust, and the services and amenities provided by the Deschutes Land Trust, I agree to the following:

**Release and Waiver:** I hereby release from liability, indemnify and hold harmless the Deschutes Land Trust, its officers, directors, owners, agents, volunteers, activities coordinators, sponsors, suppliers, supporters, landowners, other affiliated organizations, and their employees and agents (collectively the "Land Trust") 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 Land Trust ("Activities"). I understand that this release and waiver of liability applies to all claims, including negligence by the Land Trust, 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, construction, heavy lifting, use of power tools and other tools that cause injury, use of chemicals like pesticides or stains, 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 uses 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 Land Trust 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 Land Trust 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 Land Trust 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 Land Trust from any and all claims resulting from any first aid, treatment, or service rendered.

**Insurance:** I understand the Land Trust does not provide any health, medical, or disability insurance for participants in the Activities ("Participants").

**Photographic Release:** I hereby grant and convey unto the Land Trust all rights, title, and interest in any and all photographic images and video or audio recordings made by the Land Trust during the Activities with the Land Trust, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I grant permission to the Land Trust 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 Land Trust, and I understand I will receive no compensation, pay, or remuneration for my services by the Land Trust. I also understand the Land Trust does not provide worker's compensation insurance for Participants.

**COVID-19 ASSUMPTION OF RISK:** I expressly affirm that I am aware of the public health directives recommending isolation and distancing in response to the current COVID-19 pandemic. I affirm and attest that I am not currently or have not exhibited within the last 14 days COVID-19-related symptoms, such as sore throat, cough, shortness of breath, and/or fever, nor have I been exposed to individuals exhibiting the same. I am further aware and affirm that Deschutes Land Trust cannot prevent the possibility of exposure to COVID-19 and I am aware and affirm that participating in or attending Deschutes Land Trust events or activities involves risk of exposure from Deschutes Land Trust staff or other participants/attendees. I am expressly aware of and affirm the potential health risks that may occur if I am exposed to COVID-19, up to and including death, and that my exposure brings with it the possibility of my exposing others, including members of my household or other communities. I acknowledge and am aware of Oregon Health Authority, CDC, and other public health recommendations concerning risks COVID-19 exposure presents to individuals in certain age groups and/or with high risk health conditions. I affirm that this waiver, in its entirety, includes any and all liability or claim that I, the participant/attendee may have against Deschutes Land Trust, with respect to any exposure I may have to COVID-19 as a participant/attendee.

**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 Deschutes 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 Land Trust 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 LAND TRUST, INCLUDING ANY CLAIMS FOR NEGLIGENCE OF THE LAND TRUST. 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 OR GUARDIAN I ACKNOWLEDGE THAT I MAKE THIS AGREEMENT ON BEHALF OF MY MINOR.

\_\_\_\_\_  
Participant's name  
(Please type your name as your signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
For participants under 18, parent/guardian's name  
(Please type your name as your signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Address

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Emergency Contact and Phone

