

## Participant Agreement, Release and Acknowledgment of Risk

*You have enrolled in a trip conducted by OutRecX<sup>LLC</sup> dba NW Discoveries (hereby referred to as NWD) - that will include travel through a rugged, isolated wilderness area. We at NWD. are proud of our safety record. However, you need to be aware that certain risks are inherent in wilderness travel. By signing this statement, you acknowledge your understanding that these risks exist, and you agree to accept responsibility for your own welfare.*

I hereby acknowledge that I have voluntarily chosen to participate in a wilderness hike conducted by NWD. I understand that a wilderness hike is an outdoor adventure activity during which participants can sustain injuries, incur property damage, or die. I acknowledge and willingly assume all risks, including, but not limited to, hazardous conditions on the trail, including uneven surfaces, narrow trails, obstructions from plants, trees, rocks and other flora and fauna; hazards caused by unfavorable weather conditions, the acts of wild animals, allergic reaction resulting from contact with poisonous plants or insect stings; consumption of alcoholic beverages, tainted food, or non-potable water; heat exhaustion or heat prostration, cold water immersion and hypothermia, or any other weather related exposure; , strains or trauma caused by slipping and falling, overexertion, or carelessness on the part of the participant; my own negligence and/or the negligence of others, including tour guides, other guests, NWD, employees, agents and/or representatives; misjudgment of terrain, weather, trails, and route location; high altitude; fatigue, chill, overheating, and/or dizziness, which may diminish my own reaction time and increase the risk of accident; known or unknown medical conditions, physical excursion for which I am not prepared or other such accidents; the negligence or lack of adequate training of any agents or employees of NWD who seek to assist with medical or other help either before or after injuries have occurred; the lack of immediate medical assistance due to the remoteness of the hiking area's; and the adequacy of medical attention once provided;

—You could also suffer injuries during the land transportation portions of the trip, whether in an NWD vehicle or other conveyance.

By signing below, I certify that I am aware that trail hiking, snowshoeing, cross country skiing, and wilderness travel entails risks of injury or death to myself. I understand that the above description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I knowingly and freely assume all such risks and assume full responsibility for my participation.

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of NWD immediately.

I hereby consent to emergency medical treatment if I am injured while participating in the NWD Hike, and I hereby release NWD from any and all liability arising from its obtaining medical care on my behalf or transporting me to a medical facility. I further agree to pay all costs associated with such care or transportation. Without limiting any of the foregoing, I expressly waive any claim that I or anyone on my behalf may bring against NWD with regard to medical care and the provision or failure to provide such care.

As consideration for being permitted by OutRecX<sup>LLC</sup> dba NW Discoveries to participate in this program, I, for myself, my heirs, successors, and executors, voluntarily agree to waive and release, indemnify and hold harmless NWD and its agents, employees, and volunteers from any and all claims, actions, causes of action, liabilities, expenses (including reasonable attorney's fees) or demands of any nature which are in any way connected with my participation in these activities, arising directly or indirectly out of any damage, loss, injury or death to me or my property as a result of my participation in these activities, whether such damage, loss, injury or death results from negligence or from some other cause. Furthermore, without limitation, NWD is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind. By entering into this Agreement, I am not relying on any oral or written representation or statements made by NWD other than what is set forth in this Agreement.

I, for myself, my heirs, successors, and executors, further agree not to sue, claim against, attach the property of or prosecute NWD and its agents, employees, and volunteers for any injury or death caused by or resulting from my participation in the program, whether or not such injury or death was caused by their negligence or from any other cause.

I certify that I am physically and mentally capable of participating in these activities. I certify that I have no medical or physical conditions which would interfere with my safety during this program, or else I am willing to assume — and bear the costs of — all risks that may be created, directly or indirectly, by any such condition.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I agree that any dispute concerning, relating, or referring to this agreement, or the trip itself shall be resolved exclusively in a court of competent jurisdiction in Oregon. Such proceedings will be governed by Oregon law. The parties understand and agree that all claims must be brought within six months following the completion of the hike. All claims brought more than six months after the completion of the hike are forever waived and cannot be pursued in another forum.

I hereby agree to follow all rules, regulations, and instructions of NWD while on this trip. I also agree that NWD may use digital photographic records of this program for promotional and/or commercial purposes.

I have carefully read, understood, and accepted the terms of this document and its legal ramifications. I understand that this agreement shall be effective and binding upon myself, my heirs, successors, executors, personal representatives, and all members of my family, including any minors accompanying me. I understand that I am assuming all the risks inherent in wilderness hiking. I voluntarily sign my name as evidence of my acceptance of the above provisions. No additions, deletions or changes can be made to the release form, and signing it is a requirement for joining the trip.

Name (please print)

Signature

Date

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**Please sign & mail to NW Discoveries, 16869 SW 65<sup>th</sup> Ave #251, Lake Oswego, OR 97035**