

Outdoor Education Adventures

CHILD/MINOR RELEASE AND WAIVER OF LIABILITY and ASSUMPTION OF RISK AND INDEMNITY

Please read and be certain you understand the implications of signing. There is an express assumption of risk associated with outdoor activities and related activities.

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with outdoor activities to which my Child (Participant) is about to engage, including but not limited to:

- Unpredictable and dangerous Environmental Conditions/Hazards including, but not limited to snow; rain; wind; very cold and very hot temperatures; lightning; altitude; loose rock; falling rock; avalanche; river hazards (such as changing water flow, tides, currents, wave action, and boat's wakes), mud slides; mud; ice, and other slippery conditions;
- Heat or sun-related injuries or illnesses, including sunburn, sunstroke or dehydration;
- Communicable disease;
- Animals including bears, dogs, etc.;
- Poisonous animals/insects including ants, bees, snakes, scorpions, spiders, etc.;
- Irritating/sticky bushes and plants including poison oak, stinging nettle, etc.;
- Active or abandoned wells or shafts, which may be uncovered or covered;

This Release and Waiver of Liability (the "Release") is executed by you (Parent/Guardian) in favor of OUTDOOR EDUCATION ADVENTURES (OEA), a non-profit organized and existing under the laws of the State of Oregon, and their respective Board of Directors, managers, employees, agents, shareholders, affiliates and assigns (collectively, "OEA"). The Participant desires to engage in an outdoor educational program provided by OEA. In consideration for participating the Parent/Guardian hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Parental Agreement to Program Description.** OEA is an educational enrichment program as recorded with the State of Oregon. OEA is not a program that has agreed to provide care in the place of parental care as defined by ORS 329A.250(13).
2. **Waiver and Release.** The Parent/Guardian releases and forever discharges and holds harmless OEA and their respective Board of Directors, shareholders, directors, officers, employees, agents, affiliates, successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Participant's OEA program participation. The Parent/Guardian understands and acknowledges that this Release discharges OEA from any liability or claim that the Parent/Guardian may have against OEA with respect to bodily injury, personal injury, illness, death, or property damage that may result from activities at an OEA worksite. It is also understood that OEA does not assume any responsibility for or obligation to provide financial assistance or other assistance to the Parent/Guardian, Participant, their relatives, or representatives including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage.
3. **Insurance.** The Parent/Guardian understands that we expressly waive any such claim for compensation or liability on the part of OEA beyond what may be offered voluntarily and freely by the representative of OEA, in its sole discretion, in the event of such injury or medical expense.
4. **Medical Treatment.** The Parent/Guardian hereby release and forever discharge OEA from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Participant's time at OEA.
5. **Assumption of Risk and Indemnification.** The Parent/Guardian and Participant each understand that their time with OEA may include activities that may be hazardous including, but not limited to hazards and risks listed above. We recognize and understand that the Participant's activities at OEA may, in some situations, involve activities that can pose risk of harm or injury. I hereby expressly assume the risk of injury or harm in these activities and release OEA from all liability for injury, illness, death or property

damage resulting from the activities or the time at OEA. Parent/Guardian agrees that if anyone makes a claim against OEA on behalf of the Participant, that Parent/Guardian agree to indemnify, save and hold harmless OEA from any claim, including without limitation, loss, liability, damage or cost which may occur as a result of any such claim.

6. **Other.** The Parent/Guardian expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that this release shall be governed by and interpreted in accordance with the laws of the State of Oregon. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

THIS IS A VOLUNTARY RELEASE OF ALL CLAIMS BY YOU. PLEASE READ CAREFULLY BEFORE AGREEING.

I have read this Release, Waiver of Liability, Indemnity Agreement and Consent Agreement, and understand that I have given up substantial rights by signing it and do so freely and voluntarily.