



LIABILITY RELEASE FORM

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Mount Shasta Bioregional Ecology Center (hereinafter “MSBEC”), or the employees, representatives or agents of MSBEC.

2. ASSUMPTION OF THE RISKS AND RELEASE. I am at least 18 years of age (or, if I am younger than 18 years of age, my parent or guardian must also sign this Release of Liability) and in good health. I am physically fit to participate in the activity and am not aware of any allergies or other physical or mental disorder or condition that would inhibit my participation in this event. If I am aware of any allergies or other physical or mental disorder or condition that might inhibit my participation in this event, I willingly consent to and acknowledge any risks this may present to my participation, accept full responsibility for my own safety, and hereby release MSBEC of any liability.

I am aware and acknowledge that the trip may be hazardous, and that such hazards may include but are not limited to rockfall, wildlife interactions, lightning, inclement weather, accident, illness, giardia, heat exhaustion, and the hazards of road and highway travel, and may result in loss, injury or death, and I will not hold MSBEC, its officers, directors, employees or volunteers, or any other sponsoring organization, responsible for these or other hazards. Because the hike will occur in a backcountry setting, I understand that emergency medical care may not be readily available.

I understand that participation in this event may require a degree of skill and knowledge different from other activities, and that I have responsibilities as a participant. I will follow all directions from representatives of MSBEC and comply with all applicable rules for backcountry travel as they are explained or known to me. I understand that there may be times when trip participants are unsupervised for portions of field activity and will ultimately be held responsible for their and my own safety.

3. INDEMNIFICATION. In return for my receiving permission from MSBEC to participate on the trip, and for other good and valuable consideration, I agree to fully release, indemnify, and defend MSBEC, as well as its respective officers, directors, employees, and volunteers from all liability, claims, demands, and causes of action, arising out of damage, loss, or injury to me (including death) or to my property, from whatever cause, as a result of their acts or omissions, including their negligence, or my participation in a trip or other activity, and I covenant and agree to not file or assert any claim, demand or lawsuit against any of the released parties. I



intend this Release of Liability to be broadly construed for the benefit of the released parties and to be binding upon my family, heirs, personal representatives, and insurers.

4. PHOTO RELEASE. I hereby grant Mount Shasta Bioregional Ecology Center permission to use my likeness in a photograph, video, or other digital media (“photo”) in any and all of its publications, including web-based publications, without payment or other consideration. I hereby irrevocably authorize MSBEC to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

5. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

6. EMERGENCY CONTACT. In case of an emergency, please call _____
at _____.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. BY SIGNING THIS RELEASE OF LIABILITY, I ACKNOWLEDGE THAT I HAVE VOLUNTARILY AGREED TO ALL ITS PROVISIONS. I RECOGNIZE THAT BY SIGNING THIS RELEASE OF LIABILITY I AM GIVING UP LEGAL RIGHTS I MIGHT OTHERWISE HAVE.