



Spring Bird Walk – J₂E Tree Farm

May 6, 2023

Assumption of Risk and Waiver of Liability

Assumption of Risk and Waiver of Liability

I, the undersigned, enter this Assumption of Risk and Waiver of Liability Agreement (Agreement) on behalf of myself, my personal representatives, next of kin, heirs, successors, and assigns.

I hereby freely, voluntarily, and without duress execute this Agreement under the following terms:

I make this Agreement for the benefit of the Luckiamute Watershed Council, J₂E Tree Farm, Cornell Lab of Ornithology, Dave & Sarah Ehlers, Joel Geier and Josée Rousseau (collectively the Released Parties), including, without limitation, the Released Parties employees, agents, personal representatives, next of kin, heirs, successors and assigns.

I make this Agreement in consideration of the Released Parties providing me with the opportunity to participate in a Bird Walk Event on J₂E Tree Farm property, located at 37766 Alexander Rd, Philomath, OR 97370. This event will involve being outdoors and walking across rough and uneven ground through oak woodlands, upland prairie, coniferous forests and mixed hardwood forests.

I agree that my participation in this Event is completely voluntary, and I have neither received nor expect to receive any compensation for my participation in it.

I understand that the Event may include dangerous or hazardous activities and that the Event may take place on a location or under conditions that may be dangerous to me.

I accept full personal responsibility for all risks arising from or relating to this Event.

I agree to read, listen to and follow all safety instructions and procedures presented in conjunction with this Event and to use my best judgment based upon my physical and mental abilities at all times, and to immediately terminate participation in this Event if activities become too strenuous, difficult or hazardous for me.

I agree that the activities necessary to participate in the Event have been fully and adequately explained to me and that I am physically and mentally capable of participating in the Event without injuring myself in any manner.

I agree to waive all liability of the Released Parties, discharge them, and covenant not to sue them for any liability, claims, sums, costs, or other expenses on my account that may be caused in whole or in part by my participation in the Event.

I agree that this Agreement shall act as a complete bar against all actions or claims that I might otherwise bring against the Released Parties, including negligence claims, arising from or related to this Event.

I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature. I intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law, and I further agree that if any portion of this Agreement is held invalid, then the balance of the Agreement shall continue in full force and effect.

I understand that a photographer may be present to photograph the activities at the Event and that I may be photographed while participating in the Event. I agree that I will contact the photographer if I do not wish to be photographed. I hereby grant the Released Parties the irrevocable and unrestricted right to use and publish

photographs of me, or in which I may be included. I hereby release Photographer and his/her legal representatives and assigns and the Released Parties from all claims and liability relating to any such photographs.

Printed Name

Date

Signature

EMERGENCY CONTACT INFORMATION

In case of an emergency, please contact:

Name

Phone