

MAZAMA TRAIL TENDING SIGN-IN AND RELEASE FROM LIABILITY FORM



LEADER:	TRAIL:	DATE:
LAND MANAGER:	NATIONAL FOREST: YES/NO	MILES TO TRAILHEAD:
TIME ARRIVED TRAILHEAD:	TIME BACK TO TRAILHEAD:	DURATION OF EVENT:
MILES ON TRAIL:	AMOUNT REIMBURSED FOR GAS:	<input type="checkbox"/> SAFETY AND TOOL ORIENTATION COMPLETED

Privacy Policy: The Mazamas will neither sell nor give personal information to any individual or organization. **Rules of the Trail:** No radios, pets, liquor or firearms allowed. Cell phones off. Leader may decline to take anyone not properly equipped or judged incapable of making the trip. For hikes in Wilderness areas, group size limited to 12 persons. Children under the age of 14 must be accompanied by an adult who is responsible for their behavior and safety.

By signing this document, I acknowledge that I have had sufficient opportunity to read this entire document including the terms on page 2 and that if anyone is hurt or property damaged during my participation in this activity, **I have waived my right to maintain a lawsuit against the Mazamas.** If any part of this agreement is deemed unenforceable, all the parts shall be given full effect to the extent possible. **I have read and understand this agreement** and I agree to be bound by its terms.

	Print Name	Signature to Accept Terms	Under 18*?	Emergency Phone	Home/Cell Phone or Email (Optional)
Leader					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

***Signature of parent or guardian required for any person less than eighteen (18) years old to participate.**

In consideration of: [print name of minor]	In consideration of: [print name of minor]
I hereby agree to indemnify and hold harmless the Mazamas from any and all claims and liabilities (including costs and attorney fees) which may be incurred by Mazamas in connection with the use or participation in any Mazamas activity by such minor.	
Signature of Parent or Guardian:	Signature of Parent or Guardian:
Printed Name:	Printed Name:
Date:	Date:

Return to the Mazamas Trail Tending Committee: Mazamas 527 SE 43rd Avenue Portland, OR 97215

For changes in activity destination, call Mazamas @ (503) 227 2345 (Ext. 1, leave message). In an emergency, call the emergency pager @ (503) 227 2345 (Ext. 3).

MAZAMA TRAIL TENDING SIGN-IN AND RELEASE FROM LIABILITY FORM (cont.)

This Acknowledgement and Assumption of Risk, Release and Indemnification is referenced by signature acceptance on page 1 of this Sign-In and Release From Liability Form

Acknowledgement and Assumption of Risk, Release and Indemnification: The Mazamas has existed as an outdoor organization for over a century. Mazama activity leaders are volunteers and not professional guides. **Accidents resulting in serious injury or death do occur in outdoor activities.** Mountaineering, rock climbing, ice climbing, hiking, mountain biking, skiing and other outdoor activities are dangerous. **I accept the risks of such activities, and I undertake them on my own responsibility.**

Before participating on a Mazama activity, I will know and understand the activity and the hazards and will judge for myself if I have the skills and knowledge to safely participate. If I do go, I will remain constantly alert for dangers to myself and others and will fully participate as a safe team member.

In consideration of permission to participate extended to me, **I hereby agree, without limitation**, to hold harmless, indemnify and discharge the Mazamas, (by which reference I intend to include) their agents, officers, employees and the trip leaders of any and all liability, claims and causes of action that may arise on account of any negligent act or failure to act during my participation in or traveling to or from any Mazama activity, and by specific example to include without limitation:

1. **I acknowledge** that mountaineering, rock climbing, ice climbing, hiking, mountain biking, skiing and other outdoor activities entail known and unanticipated risks that may result in physical or emotional trauma, injury, paralysis or death; or damage to my property or that of third parties. Although the Mazamas has taken reasonable steps to provide me with adequate training, equipment and qualified volunteers, **I understand that such risks simply cannot be eliminated** without jeopardizing the essential qualities of the activity.

The risks include but are not limited to: the hazards of traveling in uneven mountainous terrain and slips and falls, hazardous driving conditions; being struck by rock fall, icefall, or other objects dislodged or thrown from above; the use of climbing ropes and equipment; the forces of nature including lightning, weather changes, whiteout conditions and avalanche; the risk of falling off of a rock, mountain or into a crevasse; of getting lost or benighted; the risk of exposure to insect bites; the risk of altitude and cold including hypothermia, frostbite, acute mountain sickness, cerebral and pulmonary edema; the risk of falling off a trail, crashing while biking or skiing and equipment failure, negligent acts of party members, my own inadequate physical condition; and the physical exertion associated with this activity.

The Mazamas strives for safety but is not infallible and risk is inherent in this activity. The Mazamas may be unaware of my fitness or ability or that of other participants. The Mazamas may misjudge the weather or other environmental conditions. The Mazamas may give incomplete warnings or instructions, and equipment being used may malfunction. I acknowledge that engaging in this activity may require a degree of skill and knowledge different from other activities and that I have responsibilities as a participant to insure my own safety. I acknowledge that the Mazamas has been available to more fully explain to me the nature and physical demands of this activity and the risks, hazards, and dangers associated with it.

2. **I expressly agree and promise** to accept and assume all the risks of this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks of injury and death known and unknown.

3. **I hereby voluntarily release**, forever discharge and agree to indemnify and hold harmless the **Mazamas from any and all claims**, demands or causes of action that are in any way connected with my participation in this activity or my use of Mazama equipment or facilities including any such claims that allege negligent acts or omissions of the Mazamas.

4. It is the purpose and intention of this agreement to prevent me or anyone on my behalf from asserting a claim against the Mazamas for its negligence. I agree to this and acknowledge that purpose. Should the Mazamas or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement or to defend a claim made by me or on my behalf or that of my estate, I agree to indemnify and hold them harmless of all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in this activity, and, if I do not, that I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risks of any medical or physical conditions I may have. In case of accident, illness or other incapacity, I understand that I must pay my own medical and evacuation expenses, whether or not authorized by me.

6. I understand that the Mazamas may contract with independent contractors to provide services on the trip, including transportation, travel services and guide services. I understand that the Mazamas has no control over and accepts no responsibility for the actions of any independent contractor involved in providing services on the trip/activity. I agree not to make a claim against the Mazamas regarding its selection of independent contractors or their performance or negligence of such independent contractors.

The laws of the State of Oregon will govern this agreement, and I consent to the jurisdiction and venue of the federal and state courts sitting in Portland, Oregon. If there is a dispute between the parties relating to this document, the party substantially prevailing will be entitled to recover all costs and expenses of any subsequent proceedings (including trial, appellate, and arbitration proceedings), including the attorney fees incurred therein.