

Wild Whatcom Community Programs Acknowledgement of Risk and Liability Release

Wild Whatcom's Community Programs Acknowledgement of Risk and Liability Release Form MUST be signed, with NO additions, deletions, or changes. We want to ensure that participants and parents/guardians understand the risks inherent in Wild Whatcom programs. In consideration of the services of Wild Whatcom's programs, their employees, volunteers, participants, and all other persons or entities acting in any capacity on their behalf, I, **Participant First Name Participant Last Name**, hereby agree to release and discharge Wild Whatcom, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follows:

1) Risks: I understand and acknowledge that participation in any program operated by Wild Whatcom entails known and unknown risks. I understand that such risks cannot be eliminated without sacrificing the quality of the program. The risks include those ordinarily associated with moderate to intense physical activity in the outdoors. I understand that outdoor activities will be subject to unpredictable forces of nature including, but not limited to, weather. Activities may occur in remote settings where communication may be difficult and medical care significantly delayed. Activities may include, but are not limited to: hiking, backpacking, cooking with stoves, and working with sharp tools. Travel may be by automobile, bus, van, public transportation, or on foot, over sometimes rough, unpredictable uneven terrain. Risks may be affected by my and/or the participant(s)' physical condition; my and/or the participant(s)' acts or omissions, including my/their level of ability in any of the activities undertaken; my and/or the participant(s)' or another participant's attempts to exceed my/their skills or conducting themselves in a reckless manner; my and/or the participant(s)' or other participants' failure to follow safety guidelines and other instructions of Wild Whatcom's mentors; and/or my and/or the participant(s)' and others' improper use of equipment. Furthermore, I understand and acknowledge that the above list is neither complete nor exhaustive. The preceding risks may result in a variety of injuries and illnesses, including mental and emotional distress, and in the extreme and unlikely event, my and/or the participant(s)' disability or death.

2) Agree to Risks: I agree to accept and assume all of the risks existing in these activities on behalf of myself and/or the participant(s). My and/or the participant(s)' engagement in these activities is purely voluntary and I elect to allow myself and/or the participant(s) to participate in spite of the risks.

3) Liability Release & Hold Harmless: I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Wild Whatcom, including its employees, volunteers, officers and directors, from any and all claims, demands, or causes of action arising out of my and/or the participant(s)' engagement in these activities or my and/or the participant(s)' use of Wild Whatcom's equipment or facilities, including any such claims which allege negligent or intentional acts or omissions by Wild Whatcom.

Should Wild Whatcom, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4) Agreement of Risk and Liability Release Regarding COVID-19:

I have read the [COVID-19 Risk Management Plan for Families and Participants](#) and understand that these constitute Wild Whatcom's best efforts to avoid the exposure to, and/or spread of, COVID-19 during Wild Whatcom programs. I agree that I and/or the participant(s) will abide by these policies and procedures and understand that if I and/or the participant(s) do not adhere to these safety policies and procedures, I and/or the participant(s) may be refused the opportunity to participate in Wild Whatcom programming to ensure the safety of all participants. I accept the risk that despite Wild Whatcom's implementation of, and conduct under, the COVID-19 Risk Management Plan for Families and Participants, there remains a risk of exposure to COVID-19, and I release Wild Whatcom from any associated liability.

5) Insurance: I certify that I have adequate insurance to cover any injury or damage that I or the participant(s) may suffer or cause while participating, or else I agree to bear the costs of such injury to myself and/or the participant(s) or damage I/they may cause. I further certify that I and/or the participant(s) have no medical or physical conditions that could interfere with my/their safety in this activity, 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.

6) Photo Release: Wild Whatcom's staff take photos and videos to share about the outing, camp, or program with participant families, demonstrate the experience to donors or funders, and share with the public through social and print media. Photos and videos do not identify participants by name without express permission from a guardian. I authorize Wild Whatcom to take photographs and video film of myself and/or the participant(s) during activities, and to the unrestricted use and publication of such photos or videos to promote the activities of Wild Whatcom.

7) Terms of Agreement: This Wild Whatcom Acknowledgement of Risk and Liability Release shall continue in effect in perpetuity, or until an updated form is signed, so that each time myself and/or the participant participates in a Wild Whatcom activity from the date this waiver is signed forward, I/they shall be bound by the terms and conditions herein.

8) Severability: In the event any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect.

By signing this form below, I acknowledge that if anyone is hurt or property is damaged during my and/or the participant(s)' participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Wild Whatcom on the basis of any claim from which I have released them herein.

Checking AGREE below carries the full force of my legal signature. (Parent or guardian must complete for participants under the age of 18).



I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Risk Acknowledgement and Liability Release for Whatcom County Parks

I hereby acknowledge that participating in these activities presents a risk of personal injury, death and damage or loss of personal property may result from my participation, and as such, I hereby acknowledge and recognize the existence of these risks, and assume all risks completely, and agree to the following:

I agree to assume all risks of illness, injury, or death, and hereby agree to release Whatcom County, its departments, Whatcom County Parks & Recreation Department, its officers, agents, activity leaders, employees, volunteers and other parties involved from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and /or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting or arising out of the performance under this agreement by County. Whatcom County does not waive, and specifically reserves the right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Title 4 of the Revised Code of Washington.

This Risk Acknowledgement and Liability Release shall continue in effect for one year so that each time the Participant participates in an activity in Whatcom County Parks from the date this waiver is signed through the end of the same year, he/she shall be bound by the terms and conditions herein, until it is replaced by an updated signed Risk Acknowledgement and Liability Release.

Checking AGREE below carries the full force of my legal signature. (Parent or guardian must complete for participants under the age of 18).

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.