



mountaineers
foundation

RELEASE FROM LIABILITY

RHODODENDRON PRESERVE – MOUNTAINEERS FOUNDATION

In consideration for permission to enter, use, and/or volunteer in the Rhododendron Preserve, located in Kitsap County, Washington, owned by the Mountaineers Foundation (the Rhododendron Preserve), in connection with _____, I hereby acknowledge and agree to the following:

1. My activities on the Rhododendron Preserve involve potential risks, including, but not limited to, risks of bodily injury/illness or death resulting from accident, poisonous plants or animals;
2. I am entering, using, and/or volunteering in the Rhododendron Preserve at my own risk and I assume full responsibility for the risk of bodily injury or death, whether foreseen or unforeseen, in connection with my activities on the Rhododendron Preserve as provided for herein;
3. Except with respect to the gross negligence of the Mountaineer Foundation, its directors, officers, employees and agents, I HEREBY RELEASE, WAIVE AND DISCHARGE the Mountaineers Foundation and its directors, officers, employees and agents, and their personal representatives, heirs, successors and assigns, from any liability for harm or loss suffered by me in connection with my activities on the Rhododendron Preserve, and I FURTHER SAVE AND HOLD HARMLESS the Mountaineers Foundation and its directors, officers, employees and agents, and their personal representatives, heirs, successors or assigns, from any and all liability, actions, causes of action, claims, demands of every kind and nature whatsoever by me or my family, estate, heirs, executors, administrators, legal representatives, successors or assigns arising out my activities on the Rhododendron Preserve;
4. I hereby expressly agree that this "AGREEMENT FOR RELEASE FROM LIABILITY" is intended to be as broad and inclusive as permitted by the laws of the State of Washington, and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect; and
5. This "AGREEMENT FOR RELEASE FROM LIABILITY" contains the entire agreement between the parties hereto with respect to liability and the terms of this Agreement are contractual in nature and not a mere recital; I understand all of the terms; and I am of lawful age and legally competent to sign this Agreement.

** I HAVE FULLY INFORMED MYSELF OF THE CONTENT OF THIS "AGREEMENT FOR RELEASE FROM LIABILITY" BY READING IT CAREFULLY BEFORE SIGNING IT.

Name (print)

Signature

Parent or Guardian (print)

Signature

Date

City/County/State

In the event, while volunteering at the Rhododendron Preserve, my picture is taken, I give my permission for the picture(s) to be posted on the Mountaineers Foundation's various online venues, i.e. Facebook, YouTube.

Name (print)

Signature

Parent or Guardian (print)

Signature

Date

City/County/State