



# Field Adventure Waiver of Liability

BY AGREEING TO THE TERMS OF THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS

PLEASE READ CAREFULLY

## ACKNOWLEDGMENT – HEALTH & SAFETY

I am aware that the physical exertion required to participate in the Activities can activate or aggravate pre-existing injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with the Activities. I acknowledge that I am required to wear approved safety equipment while participating in certain Activities. I am aware that I will be responsible for my own transportation, and any injuries while driving my own vehicle.

## ASSUMPTION OF RISKS

I am aware that the Activities involve many risks, dangers and hazards which may include but are not limited to: personal injury and/or death; travel to remote areas without access to medical facilities or treatment; changing weather conditions; interactions or encounters with wildlife; negligence of other participants or guides; dangers of the Activities; collisions with vehicles, equipment, or structures; becoming lost or separated from guides or other participants; and the failure to remain within designated areas.

## I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES.

I freely accept and fully assume these risks and the possibility of injury and loss resulting from my participation in the Activities.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of the Mount St. Helens Creation Center allowing me to participate in the Activities I agree: In the event that I, or my next of kin, suffer any loss, damage, expense, or injury from my participation in the Activities **INCLUDING THOSE CAUSED BY THE RISKS SPECIFICALLY OUTLINED IN THIS WAIVER, I AGREE TO WAIVE ANY AND ALL CLAIMS** I have or may have in the future against the **Mount St. Helens Creation Center** and to **RELEASE the Mount St. Helens Creation Center** from any and all liability; **TO HOLD HARMLESS AND INDEMNIFY the Mount St. Helens Creation Center** from any and all liability for damage to property or personal injury to any third party resulting from my participation in the Activities; Any litigation involving the parties to this Agreement shall be brought solely within the State of Washington and shall be within the exclusive jurisdiction of the Courts of Washington. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity. This Agreement and any rights, duties, and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of Washington and no other jurisdiction.

## I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO CHECKING THE BOX BELOW CONFIRMING MY AGREEMENT.

I am aware that by signing below, I am waiving certain legal rights which I may have against the Mount St. Helens Creation Center.

**FOR PARTICIPANTS OF MINORITY AGE:** I hereby certify that I, parent/guardian with legal responsibility for this participant of minority age, do consent and agree to his/her release of all Mount St. Helens Creation Center, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Mount St. Helens Creation Center for any and all liabilities incident to this participant of minority age's participation in the Activities.

Participant: \_\_\_\_\_ Guardian/Parent Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

Email: \_\_\_\_\_