



Tour Participant Release Form

I, the undersigned, agree to this Liability Release and Waiver (“Agreement”) on behalf of myself, my personal representatives, next of kin, heirs, successors, and assigns. I make this Agreement for the benefit of Columbia Land Trust, other individual tour participants, tour coordinators, sponsors, suppliers, supporters, and all private and public land owners on whose property the tour described above may be located (collectively the “Released Parties), including, without limitation, all Released Parties’ employees, officers, directors, agents, personal representatives, next of kin, heirs, successors and assigns. This Agreement also applies to any future Columbia Land Trust tours in which I participate.

I make this Agreement in consideration of the Released Parties inviting me to participate in this tour. My participation in this tour is completely voluntary and I have neither received nor expect to receive any compensation for my participation in it.

I understand that the tour may include dangerous or hazardous activities and that the tour may take place on a location or under conditions that may be dangerous to me. **The dangers that I may encounter include, by way of example only and without limitation: risk of drowning, physical injury associated with exertion and rough terrain, limited access to emergency services, inclement weather, and dangerous wildlife (bees, ticks, snakes, etc).** I accept full personal responsibility for all risks arising from or relating to this tour.

I agree to read, listen to and follow all safety instructions and procedures presented in conjunction with this tour and to use my best judgment based upon my physical and mental abilities at all times, and to immediately terminate participation in this tour if activities become too strenuous, difficult or hazardous for me. I agree that the activities necessary to complete the tour have been fully and adequately explained to me and that I am physically and mentally capable of participating in the tour 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 tour.

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 tour.

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 and that I may be photographed while participating in the tour. I agree that I will contact the photographer if I do not wish to be photographed. I hereby grant Columbia Land Trust 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 Columbia Land Trust from all claims and liability relating to any such photographs.

If I am registering anyone other than myself for a Columbia Land Trust tour, I confirm that the other people I am registering are aware of and also agree to all the terms and conditions of this Agreement.