



Release and Waiver of Liability

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 20____, by (Print) _____ (the "Participant") in favor of Cowlitz County, a Washington municipal corporation, its officials, directors, managers, employees, and agents (collectively, "County").

The Participant desires to engage in the wellness activities related to hiking Mt. St. Helens and accompanying training hikes (the "Activities"). The Participant understands that the Activities may include exposure to the natural elements including sun, wind, rain, and heat, poisonous plants, allergens, wild animals, uneven surfaces, unstable land and remote areas of wilderness.

The Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

- 1. RELEASE AND WAIVER.** Participant does hereby release and forever discharge and hold harmless County and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's Activities with County. Participant understands that this Release discharges County from any liability or claim that the Participant may have against County with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's Activities with County, whether caused by the negligence of County or its officials, directors, managers, employees, or agents or otherwise. Participant also understands that County does not assume any responsibility for, or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
- 2. MEDICAL TREATMENT.** Participant does hereby release and forever discharge County from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with County.
- 3. ASSUMPTION OF THE RISK.** The Participant understands that the Activities include strenuous outdoor physical activity that may be hazardous to the Participant, including, but not limited to, exposure to the natural elements including sun, wind, rain, and heat, poisonous plants, allergens, wild animals, uneven surfaces, unstable land and isolated remote areas of wilderness. I understand that it is my responsibility to ensure that I am physically healthy and fit enough to engage in strenuous hiking in remote wilderness areas. I further understand that it is my responsibility to familiarize myself with first aid, wilderness safety, use and necessity of essential safety equipment, and wilderness navigation skills sufficient to safely participate in hiking in the wilderness. Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases County from all liability for injury, illness, death, or property damage resulting from the Activities.
- 4. INSURANCE.** The Participant understands that, except as otherwise agreed to by County in writing, County does not carry or maintain health, medical, or disability insurance coverage for any Participant. *Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.*
- 5. OTHER.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Washington and that this Release shall be governed by and interpreted in accordance with the laws of the State of Washington, with venue in Cowlitz County. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

Witness _____ Participant _____
Signature

Print: Name _____

Address: _____

PLEASE PRINT ALL INFORMATION NEATLY! →

Phone (H) _____

(W) _____

Email Address _____