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KetaLegacy.org

Release From Liability – The Rhododendron Preserve –
Mountaineers Foundation aka Keta Legacy 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 Preserve"), and/or participation in the activities coordinated by the Mountaineers Foundation at another agreed upon location ("Field Trip") in connection with _____, I hereby acknowledge and agree to the following:

1. My activities on The Preserve and/or the Field Trip 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 Preserve and or on the Field Trip 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 Preserve and/or Field Trip as provided for herein;
3. Except with respect to the gross negligence of the Mountaineers 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 Preserve and/or Field Trip, 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 Preserve and/or Field Trip;
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.
6. In the event my picture is taken while using or volunteering at The Preserve and/or on the Field Trip, I hereby grant permission and consent to Mountaineers Foundation to use my likeness in a photograph, video, or other digital media ("photos") in any and all of its publications, including web-based publications, without payment, royalties, or other consideration. I hereby irrevocably authorize Mountaineers Foundation to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose and waive any right to inspect or approved the finished product. I also hereby assign all right, title and interest and any appurtenant goodwill to any resulting intellectual property to the Mountaineers Foundation. I further hereby acknowledge Mountaineers Foundation's ownership and rights in the MOUNTAINEERS FOUNDATION trademark. -----
** 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

Date

Parent or Guardian (print)

Signature

City/County/State