



The Way Foundation  
EarthTeach Forest Park

**RELEASE, WAIVER AND INDEMNIFICATION –  
Individual Event and Venue Short Form**

Participation in this setting and activity requires physical stamina, motor coordination, and mental alertness. Participants must be capable of sustaining moderate physical exertion over a period of many hours. The undersigned does hereby attest that S/He has no unacknowledged physical or mental limitations (reference medical disclosure form), which will place him/her, or others, in jeopardy and has not used any form of alcohol or drugs (prescription or non-prescription) that could impair his/her performance or judgment in the course of this activity on these premises.

NAME: \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Last...First...M.I.)

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

In consideration of being allowed to participate in the EarthTeach Forest Park activity checked above, the undersigned participant (and his/her legal guardian if under the age of 18 years) does hereby execute this release, waiver, indemnification to himself/herself, the minor participant and their heirs, successors, representatives and assigns, and;

**1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE WAY FOUNDATION, EARTHTEACH FOREST PARK, the promoters, instructors, facilitators, guides, staff, other participants, officials, sponsors, advertisers, and lessees of the premises used to conduct this course or event and each of them, their officers agents and employees, all for the purpose herein referred to as “releases” from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for any and all damage, and any claim or demands therefore on account of injury to the person or property or resulting in the death of the undersigned, whether caused by negligence of the releases or otherwise while the undersigned is on the premises and/or engaged in, assisting, observing, working for, or for any purpose participating in the activity and whether caused by the negligence of the releases or otherwise, with the duly noted exception of gross negligence or willful and wanton misconduct.**

**2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the premises and/or engaged in, assisting, observing, working for, or for any purpose participating in the activity and whether caused by the negligence of the releases or otherwise, with the duly noted exception of gross negligence or willful and wanton misconduct.**

**3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, PROPERTY DAMAGE OR DEATH due to the negligence of releases or otherwise while in or upon the premises and/or engaged in, assisting, observing, working for, or for any purpose participating in the activity of EarthTeach Park.**

**4. EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of this event at EarthTeach are potentially dangerous and involve the risk of injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agree that the forgoing release, waiver, and indemnity is intended to be as broad and inclusive as is permitted by the law of the state of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.**

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the forgoing has been made

\_\_\_\_\_  
Participant’s signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian’s signature if under age 18 years

\_\_\_\_\_  
Relationship