

Waiver Part 1: "Acknowledgment of Personal Responsibility"

Native Shores Wild Food Rendezvous

May 4 - 7, 2012

Each person / spouse / adult must read, understand, accept, initial, sign, and deliver Waiver Part 1, Waiver Part 2, and a registration form (Part 3) to Wild Food Adventures as a condition to attend the Native Shores Wild Food Rendezvous.

THIS DOCUMENT HAS LEGAL SIGNIFICANCE. BY SIGNING IT YOU RECOGNIZE YOUR OWN PERSONAL RESPONSIBILITY FOR YOUR OWN HEALTH AND SAFETY. PLEASE READ CAREFULLY!

This document is in reference to John Kallas, Wild Food Adventures, the Native Shores Rendezvous Event, Writer's Colony House and anyone working as their agents. All entities just listed will here-on-in be referred to either as "Dr. Kallas", or "WFA".

WFA offers individuals the opportunity to participate in voluntary educational / recreational events for a fee. Each event in the out of doors involves risks and the potential for injury. Nature is not here for our convenience. We must respect its unpredictabilities as well as our own physical capabilities and limitations. A trip into natural habitats presents expected and unexpected risks associated with fording streams, exposure to cold and windy weather, slippery rocks and organisms, sharp objects we might fall on, animals that might attack us, trail obstacles we must overcome, forest objects that might fall on us, and cliff-side trails. To reach certain habitats we might venture into risky locations. With the aforementioned issues in mind, I hereby state that I was informed of and agree to the following...

I understand that it is my responsibility as an adult to come fully prepared for any and all weather conditions I might encounter in the diverse events planned for the event known as "Native Shores Wild Food Rendezvous". I understand that the terrain we'll be traversing might be 3-dimensional, slippery, sharp, and rocky. I understand, as an adult, that any injuries I incur while participating in WFA events are my own responsibility. I am the sole judge of my own capabilities and limitations. If I follow Dr. Kallas or anyone into what I consider an unsafe area, it is my choice to do so. I also understand that during any workshop, trip, or event, Dr. Kallas will be preoccupied with looking for plants, habitats, and access to them. This means that he will not be able to watch or supervise the movement or actions of participants or any minors of those participants. Should an injury occur, WFA will take reasonable steps to assist the injured party acquire appropriate medical attention. The injured party will be responsible for paying any bills or fees associated with the reaction to, the treatment of, and the consequences of that injury.

I have carefully read, understand, and agree with the above statements. Initial \_\_\_\_\_

I understand that car pooling to and from WFA events and locations are voluntary activities done to save fuel, resources and the environment. Car pooling is a personal choice and relationship between drivers and passengers. It is outside the scope of any WFA event, and outside the responsibility of WFA, to screen drivers. Any injuries to myself or my property during transportation to and from WFA events are not the responsibility of WFA or its representatives.

I have carefully read, understand, and agree with the above statements. Initial \_\_\_\_\_

As a participant in any WFA event: I understand that eating any food that is new to me involves potential risk. I understand that my physiology may be unique and/or that the plants I sample may have unique biochemistries - any combination of which may result in my injury. I understand that I am not expected or required to eat or sample wild foods during or after events. I have the option of bringing my own food and just observing. I also understand that the instructor may be able to ingest foods safely that I may not. If I decide to eat or sample foods covered (or not covered) in any WFA event, it is because I voluntarily choose to do so knowing that potential harm may result and knowing that I am fully responsible for my own actions and any resulting consequences. I completely understand that WFA is not responsible for any negative consequences that I experience from ingesting parts of wild plants during or after WFA events.

I have carefully read, understand, and agree with the above statements. Initial \_\_\_\_\_

If at any point during the Native Shores, I show signs of anaphalaxis, or collapse in general, I authorize WFA to administer benedril or injection with an epipen - as well as CPR (whatever is needed) until an ambulance can arrive and/or I can be taken to professional medical care. I agree to release, indemnify, and hold harmless WFA and any of their agents from lawsuit, claim, demand, or action against them for administering the injection and/or CPR and any resulting consequences. I am aware that the injection may be administered by a non-health professional and/or someone who has not been formally trained for this.

I have carefully read, understand, and agree with the above statements. Initial \_\_\_\_\_

IT IS THE INTENTION OF THE UNDERSIGNED BY THIS RELEASE TO EXEMPT AND RELIEVE WILD FOOD ADVENTURES, JOHN KALLAS, WRITER'S COLONY HOUSE, THEIR AGENTS, ASSISTANTS, AND VOLUNTEERS FROM LIABILITY FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY PARTICIPATION IN ANY WFA EVENT.

I, the undersigned, have read this "Acknowledgment of Personal Responsibility", understand its legal significance, and agree that this Release shall be construed in accordance with, and governed by Oregon law. If any provision of this release Part 1, and Part 2 are found to be unenforceable, the remaining terms shall be enforceable.

CAUTION: READ ABOVE STATEMENTS CAREFULLY BEFORE SIGNING!

X \_\_\_\_\_
Signer must be over 17 years of age Print Name Date

Children I am bringing, and responsible for, are listed below with their Date of Birth:

**Waiver Part 2: Agreement in addition to the "Acknowledgment of Personal Responsibility" Rendezvous waiver form.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR WILD FOOD ADVENTURES EVENTS OF 2012**

**Please read and be certain you understand the implications of signing.**

**Express Assumption of Risk Associated with Educational Activities in a Variety of Habitats and Locations.**

I hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with engaging in hands-on outdoor educational activities, transportation of equipment related to the activities, and travelling to and from activity sites, in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Falling, causing broken bones severe injuries to the head, neck and back which may result in severe impairment or even death.
3. An "act of nature," including but not limited to avalanche, earth or rock movement, rock fall, limb fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
4. Risks associated with crossing, climbing or down-climbing of rock, snow and/or ice, including but not limited to walking over slippery seaweeds and sea creatures on all types of rocky, shell-capped, and sandy terrain.
5. Risks associated with river crossings, ocean channel crossings, wading through muck and swamps, fordings, or portaging.
6. Risks associated with traversing tidepools, ocean beaches, sneaker waves, and floating debris.
7. Risks associated with collecting, handling, and consuming familiar and unfamiliar (new-to-me) plant and animal material.
8. Possible equipment failure and/or malfunction of my own or others' equipment which may have been rented, borrowed, or personally owned.
9. Cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
10. Attack by or encounter with insects, reptiles, and/or other animals.
11. Accidents or illness occurring in remote places where there are no available medical facilities.
12. Fatigue chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
13. My sense of balance, physical coordination, and ability to follow instructions.
14. Risks associated with travelling with other participants in caravans and carpooling, including but not limited to vehicular collisions, entering and exiting vehicles along the roadsides, and crossing streets.
15. My own negligence and/or the negligence of others, including other workshop participants, employees, agents, independent contractors or representatives of Wild Food Adventures, including but not limited to operator failure.

**\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

**Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration for being permitted to participate in any way in educational activities in a variety of habitats and locations, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WILD FOOD AVENTURES AND JOHN KALLAS (both here on in referred to as releasees) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE.**
2. To release the releasees, their officers, directors, employees, representatives, agents, land and property owners, and volunteers, from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

S/ \_\_\_\_\_  
**Signature** of Adult Participant

\_\_\_\_\_  
**Name of Adult Participant (Print)**

\_\_\_\_\_  
**Date**

**FOR PARTICIPANTS OF MINORITY AGE:** This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin. Indicate additional children in the same manner at the bottom of this page or on the reverse side.

S/ \_\_\_\_\_  
Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.

\_\_\_\_\_  
**Name of Parent or adult legal Guardian (Print)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Minor's Full Name**

\_\_\_\_\_  
**Age**