



LIABILITY WAIVER AND ASSUMPTION OF RISK

Please read and understand the following before using the [Astoria & Warrenton Trails Checklist](#).

In consideration of my accessing, using, or downloading any service provided by ASTORIA-WARRENTON AREA CHAMBER OF COMMERCE (AWACC) regarding the [TRAILS CHECKLIST](#) (the “Services”), and thereafter engaging and participating in various outdoor events and activities, including, but not limited to, hiking on the trails identified on the pass (collectively, the “Activities”), I hereby agree to release and discharge each the individual TRAIL MANAGEMENT AGENCIES, LAND OWNERS, and AWACC; and each of its agents, directors, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as “Indemnified Parties”), on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows (the “Release”):

By accepting these terms, I will not hold the Indemnified Parties responsible for any injury, damage, infection, or other harm to my person or property while engaged in the Activities or at any time in the future due to the Activities. I acknowledge that the Indemnified Parties’ services are charitably given. I completely acknowledge that I am not required to participate and that it is my choice to do so. My participation in these Activities is voluntary.

I understand that it is my responsibility to consult with my own personal physician before engaging in the Activities. I hereby affirm that I am in good physical condition and do not suffer from any mental or physical disability which would prevent or limit my participation in a program provided by the Indemnified Parties. I understand that I am responsible for understanding my own body and the health risks involved in participating in the Activities.

Conditions in the field can change, sometimes quickly. Property boundaries and private landowner relationships can shift without warning to exclude public access. Hiking, walking, cycling, backpacking, horseback riding, paddling, and mountain biking inherently involve a certain amount of risk. Therefore, know that if you agree to use this guide, you’re also agreeing to take proper safety precautions, to use sound judgment, and to not assume that the guide material is an endorsement of the safety of a particular road, trail, creek crossing, or the like. All information is offered in a noncommercial capacity.

I, on behalf of myself and my successors, assignees, heirs, guardians and legal representatives, hereby waive, release and forever discharge the indemnified parties, their respective officers, directors, successors and assigns, affiliate companies, officers, directors, contractors, principals, and employees (collectively the “released parties”), of and from any and all claims, demands, damages, losses debts, liabilities, accounts, obligations, costs, expenses (including, without limitation reasonable attorneys’ fees), liens, actions and causes of action of every kind and nature whatsoever for injury, death or damage based upon or arising out of any matter, cause, fact, thing, act or omission whatsoever relating to or occurring during or related to my participation in the activities. I expressly acknowledge and agree that such indemnification shall be provided regardless of fault.

I agree that the foregoing liability waiver and assumption of risk agreement 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 remaining provisions shall continue in full force and effect.