Ashland Hiking Group

Background information and instructions for

AGREEMENT, WAIVER, RELEASE AND ASSUMPTION OF RISK

Before hiking with us you must sign an original copy of our liability waiver provided by the hike leader. Waivers printed out from our website are not acceptable.

If you anticipate hiking with one of our groups that require hikers to be fully vaccinated against COVID-19, you must show your COVID-19 Vaccination Record Card to the hike leader when completing the Ashland Hiking Group's liability waiver agreement.

In accordance with the procedure followed by most outdoor organizations, both public and private, members of the AHG are required to sign the AHG WAIVER, RELEASE AND ASSUMPTION OF RISK Agreement (the Agreement) in which they assume all risks associated with group activities and hold group organizers, trip leaders and other participants harmless and waive liability for any injuries, property damage, or even death that might result from these activities.

The Agreement has been drafted in consultation with a local attorney. Please review the online version of the waiver and be prepared to sign the Agreement if you wish to participate in the activities of the AHG. Before your first hike with us the hike leader will provide a copy of the Agreement for your signature. The hike leader will also witness your signature and verify your COVID-19 vaccination status if appropiate.

If you would like to join one of our hikes please contact Rich (541-891-4067) for a Monday hike, Nanci (608-219-1138) for a Wednesday hike, Elisabeth (541-6466109) or Kay (202-870-3404) for a 2nd and 4th Friday hike, Liz (707-332-2699) for a Friday wildflower walk.

Ashland Hiking Group

AGREEMENT, WAIVER, RELEASE AND ASSUMPTION OF RISK

The undersigned desires to participate in potentially hazardous activities, including but not limited to hiking and snowshoeing, organized by the "Ashland Hiking Group," an unincorporated private social club located in the Rogue Valley of southern Oregon. In order to participate in such potentially hazardous activities, the undersigned agrees to comply with the rules of the Ashland Hiking Group relating to participation in such activities and to follow the directions of the leaders of any such activities.

The undersigned warrants that he/she is physically fit and able to participate in rigorous physical activity and does not have any medical condition that impairs his/her ability to do so.

The undersigned acknowledges that he/she understands that there are serious risks inherent in hiking, snowshoeing and other rigorous outdoor activities. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, illness, and death (the "Risks"), that may occur due to natural causes or the activities of other persons, animals, plants, activity leaders, or other trip participants, due to negligence or other reasons. The undersigned accepts responsibility for his/her personal safety in the face of these Risks and assumes all Risks for any decision to deviate from the route planned by the leaders or to leave the trip early and not complete the scheduled activity.

The undersigned acknowledges that the Ashland Hiking Group and the organizers, trip leaders, and other participants in its activities are not trained in first aid and are not able to provide any medical assistance to the undersigned in the event of any injury sustained by the undersigned due to the Risks. The undersigned further acknowledges that the activities engaged in may take place in remote areas where there is no medical assistance available and where mobile phones may not operate, and that even minor injuries can result in serious medical problems due to the lack of medical attention.

The undersigned further acknowledges that the activities of the Ashland Hiking Group do not include transportation to and from the trailhead or starting point of physical activities. The undersigned is solely responsible for arranging his or her own transportation to and from the trailhead or starting point of such physical activities and assumes personal responsibility for all Risks associated with this travel. Even though the Ashland Hiking Group encourages carpooling and sharing the cost of carpooling, the Ashland Hiking Group and its organizers and trip leaders do not arrange carpooling or charge fees for carpooling and make no representation as to the competence of any driver or the safety of any vehicle used in carpooling. The undersigned acknowledges that his/her participation in any carpooling arrangements is a voluntary activity independent of the physical outdoor activity with which it may be associated.

The undersigned acknowledges that there have been no representations by the Ashland Hiking Group or its organizers or trip leaders or anyone acting in behalf of any of them as to the safety of any of the activities of the Ashland Hiking Group, other than as set forth in this agreement. The undersigned is solely responsible for his/her own safety and for any injuries, damages or death sustained by the undersigned as a direct or indirect result of his/her participation in such activities. The undersigned will not be given any instruction or direction or supervision by the Ashland Hiking Group or its organizers or trip leaders or anyone acting on behalf of any of them to prepare the undersigned for his/her participation in such activities, and the undersigned is solely responsible for his/her own preparation to participate in such activities in a safe and prudent manner.

COPY

In consideration of the participation of the undersigned in the activities of the Ashland Hiking Group, the undersigned, in behalf of himself/herself and his/her heirs (1) waives the right to assert any claim against the Ashland Hiking Group and its organizers, trip leaders and participants in its activities, for any injury, loss, death or damage sustained by the undersigned as a result of the participation of the undersigned in such activities; (2) releases the Ashland Hiking Group and its organizers, trip leaders and participants in its activities from any and all such claims, including the cost of defending such claims; and (3) agrees to indemnify and hold the Ashland Hiking Group and its organizers, trip leaders and participants in its activities harmless from all such claims, including the cost of defending such claims, and (4) assumes all Risks related to participation in such activities.

This agreement shall be construed according to Oregon law, and Oregon law shall apply to all claims and disputes relating to this agreement, irrespective of the place where any such claim or dispute arises. Should any litigation be commenced to enforce or interpret this agreement, the parties involved stipulate that it be filed and tried in Medford, Oregon.

This agreement shall be binding upon the undersigned and his/her heirs, assigns, and personal representatives and shall inure to the benefit of the Ashland Hiking Group and its organizers, trip leaders and participants in its activities. This agreement shall remain in effect indefinitely and shall apply to all activities of the Ashland Hiking Group in which the undersigned participates.

If any part of this agreement shall be determined to be invalid, the balance of this agreement shall remain in effect.

THIS AGREEMENT IS A WAIVER OF RIGHTS AND A RELEASE OF CLAIMS AND AN ASSUMPTION OF RISKS. READ THIS CAREFULLY BEFORE SIGNING AND SPEAK WITH AN ATTORNEY IF YOU HAVE ANY QUESTIONS.

COPY

▶Required

▶ Dated: This ____ day of _____, 20____, at Ashland, Oregon.

Hiker

▶Signature: _____

▶Printed Name: _____

▶Address: _____

▶City/State: _____

▶Email: _____

▶Cell Phone: _____

Emergency Contact

AHG Hike Leader

Signature: _____

Printed Name: _____ ☐

COVID-19 Vaccination Verified

- Name: _____

- Phone: _____