

# CAMP HALTON, ANEROID LAKE, OREGON

## FULL RELEASE AND LIMITATION OF RIGHT TO SUE

VISITOR: \_\_\_\_\_

DATE: \_\_\_\_\_

**READ THIS RELEASE CAREFULLY BEFORE SIGNING: IT HAS LEGAL CONSEQUENCES AFFECTING YOUR RIGHTS, INCLUDING YOUR ABILITY TO BRING LEGAL ACTIONS. IF VISITOR IS UNDER 18, A PARENT OR LEGAL GUARDIAN OF VISITOR MUST ALSO READ AND SIGN THIS RELEASE.**

Halton Co. owns property and buildings located on the south side of Aneroid Lake, Oregon ("Camp Halton"). Visitor desires to visit and participate in certain activities at Camp Halton and therefore, in consideration of Halton Co.'s allowing Visitor to visit Camp Halton, agrees to the following:

**RISKS.** Camp Halton is located at and above 7,500 feet in elevation, which may pose specific health and safety risks and dangers to Visitor. Visitor understands and accepts (a) that there are a variety of inherent dangers and risks related to visiting a natural setting at a high elevation (like Camp Halton) and participating in the Activities (defined below) that cannot be entirely controlled or eliminated; (b) that visiting Camp Halton and participating in the Activities will test his physical and mental limits; and (c) that by visiting Camp Halton and engaging in the Activities, he could sustain damage to his property or the property of others and could suffer serious injuries resulting in disability, paralysis, or death. Additional risks and dangers include without limitation (i) those caused by or resulting from crashing while backcountry skiing, falling from a horse, and tripping, slipping, or falling while hiking or climbing; (ii) those relating to variable conditions such as terrain, vegetation, rocks, other obstacles, facilities, weather, wildlife, poisonous plants, Visitor's physical and mental condition, actions of and collisions with other people, and Visitor's lack of adequate hydration or nutrition; (iii) negligent planning, instruction, and supervision of Activities; (iv) defective, broken, or improperly maintained equipment, grounds, facilities, or property; and (v) the negligent actions or omissions of other Visitors, Released Parties (defined below), or passers-by. In particular, Activities like hiking, climbing, and backcountry skiing involve a high level of risk, and injuries are a common and ordinary occurrence.

VISITOR VOLUNTARILY AGREES TO ACCEPT ALL RISKS OF HIS VISIT TO AND ACTIVITIES AT CAMP HALTON, AND TO BE RESPONSIBLE FOR HIS OWN HEALTH, WELL-BEING, AND SAFETY. VISITOR'S ACCEPTANCE OF RISKS INCLUDES WHOSE THAT ARE KNOWN, UNKNOWN, SUSPECTED, OR UNSUSPECTED, AND THAT ARISE OUT OF, RELATE TO, OR ARE CONNECTED WITH THE VISIT AND THE ACTIVITIES, EVEN IF CAUSED PARTLY OR ENTIRELY BY THE NEGLIGENCE OF A RELEASED PARTY OR PARTIES.

**RELEASE, WAIVER, AND INDEMNIFICATION.** BY SIGNING THIS RELEASE, VISITOR (FOR HIMSELF AND FOR EACH RELEASING PARTY (DEFINED BELOW)) FULLY AND FINALLY RELEASES, EXONERATES, AND DISCHARGES RELEASED PARTIES (AND EACH OF THEM) FROM AND WAIVES ANY CLAIM (DEFINED BELOW) ARISING FROM THE NEGLIGENCE OR FAULT OF RELEASED PARTIES FOR ANY BODILY INJURY, DEATH, DISABILITY, PARALYSIS, PROPERTY DAMAGE OR THEFT, OR OTHER LOSS OF ANY KIND CAUSED BY OR ARISING FROM VISITOR'S VISIT TO AND ACTIVITIES AT CAMP HALTON.

VISITOR FURTHER AGREES TO INDEMNIFY AND DEFEND RELEASED PARTIES AND HOLD THEM HARMLESS FROM ANY CLAIM ASSERTED BY ANY THIRD PARTY OR ANY RELEASING PARTY ARISING FROM VISITOR'S VISIT TO AND ACTIVITIES AT CAMP HALTON.

**INSPECTION AND REPORTING REQUIREMENT; AS-IS.** Visitor will first inspect the grounds, facilities, property, and equipment that he will use while visiting Camp Halton and participating in the Activities, and if he believes any condition is unsafe at any time he will immediately avoid that condition, advise Halton Co. of that condition, and refuse to participate. CAMP HALTON AND ALL ITS EQUIPMENT AND FACILITIES ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR SUITABILITY FOR THE ACTIVITIES.

**FITNESS REQUIREMENT.** Visiting Camp Halton and participating in the Activities involve rigorous physical activities. Visitor is in good health and physically and mentally able to visit Camp Halton and participate in the Activities; has sufficiently prepared and trained to visit Camp Halton and participate in the Activities; has not been advised by any medical professional not to visit Camp Halton (or any other location in the wild or at a similar elevation) or to participate in the Activities; and

has no health-related conditions precluding his visiting

**SAFETY REQUIREMENT.** Visitor will comply with all recommended safety precautions, instructions, and procedures, including without limitation wearing a helmet, harness, or other equipment (as applicable). If Visitor has any questions about visiting Camp Halton, the Activities, or whether he is physically or mentally capable of visiting or participating, it is Visitor's sole responsibility to do whatever research or make any inquiry that is necessary to make that determination.

**ALLERGIES.** Visitor has alerted Halton Co. of any allergies that he has, including food allergies. Visitor is solely responsible for providing any medicine necessary to deal with an allergic reaction.

**MEDICAL ASSISTANCE AND INSURANCE REQUIREMENT.** While visiting Camp Halton and participating in the Activities, Visitor will not have available immediate rescue and access to medical facilities or expertise necessary to deal with injuries and damage. In the event of an injury, Visitor consents to Released Parties' rendering medical treatment and authorizing transportation, hospitalization, and medical treatment on Visitor's behalf. Visitor acknowledges that any injuries he receives may be compounded or increased by negligent rescue efforts by Released Parties and releases them from any liability for their efforts. Visitor has current medical insurance coverage and agrees to be responsible for all billings and debts incurred with respect to any medical-related transportation, treatment, hospitalization, or other services.

**LODGING AND ACCOMMODATIONS.** Visitor is solely responsible for—and ASSUMES ALL RISKS associated with—all lodging and accommodations associated with visiting Camp Halton.

**PUBLICITY RIGHTS.** Released Parties may photograph or videotape Visitor while at Camp Halton. Visitor grants Released Parties a perpetual, nonexclusive, and royalty-free license to use his image and likeness (in photo, video, or other format) to promote Camp Halton.

#### **DEFINITIONS.**

"**Activities**" means all activities undertaken at and around Camp Halton, including among other things climbing, hiking, backcountry skiing, fishing, swimming, boating, horseback riding, mountain biking, stretching, yoga, other exercise activities, and transportation to and from Camp Halton and to and from Activities.

"**Claim**" includes any claim, cause of action, demand, suit, loss, obligation, cost, expense, damage, or liability whatsoever (including without limitation attorney and expert fees).

Camp Halton or participating in the Activities.

"**Released Parties**" are (a) Halton Co. and its directors, officers, shareholders, employees, agents, contractors, insurers, equipment suppliers, and volunteers; (b) owners, lessors, and lessees of property where any Activities take place; and (c) any parent, subsidiary, or affiliate companies, licensees, members, managers, directors, officers, shareholders, employees, agents, contractors, insurers, equipment suppliers, and volunteers of any of the foregoing.

"**Releasing Parties**" are Visitor and Visitor's spouse, partner, children, parents, guardians, heirs, and next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on Visitor's behalf.

**CHOICE OF LAW; ARBITRATION.** This release and Visitor's visit to Camp Halton and participation in Activities are governed by and to be construed in accordance with the law of Oregon, without regard to conflict-of-laws principles. Any dispute relating to this Release will be settled exclusively and finally by confidential and binding arbitration conducted in Portland, Oregon, before a single arbitrator using the rules of the Arbitration Service of Portland, Inc.

**INTERPRETATION.** This release will be construed broadly to provide release, waiver, and indemnification to the maximum extent permissible under applicable law. If any provision is found to be void, invalid, or otherwise unenforceable as drafted, Released Parties and Releasing Parties intend that the provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If the provision cannot be so amended and construed, it will be severed, and the remaining provisions will remain unimpaired and in full force and effect to the fullest extent permitted by law.

**REQUESTS FOR MODIFICATION.** Before signing, Visitor may contact Jonathan Singer, the attorney for Halton Co., and request changes to this release. Mr. Singer's contact information is [jonathan.singer@millernash.com](mailto:jonathan.singer@millernash.com) and (503) 205-2324.

**ENTIRE AGREEMENT.** This release is the complete understanding between Released Parties and Releasing Parties concerning its subject matter and supersedes any previous or contemporaneous understandings that Releasing Parties may have had with Released Parties on this subject.

I CERTIFY THAT I HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, AND THAT BY SIGNING IT I HAVE GIVEN UP SUBSTANTIAL RIGHTS—BOTH INDIVIDUALLY AND ON BEHALF OF RELEASING PARTIES—AND I SIGN IT VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I FURTHER CERTIFY THAT I UNDERSTAND THAT THIS RELEASE CONTAINS AN ARBITRATION AGREEMENT THAT SUBSTANTIALLY AFFECTS MY LEGAL RIGHTS; THAT BY AGREEING TO ARBITRATE, THE PARTIES (INCLUDING ME INDIVIDUALLY AND ON BEHALF OF RELEASING PARTIES) GIVE UP THEIR LEGAL RIGHT TO BRING A COURT ACTION AND HAVE A JURY TRIAL; AND THAT I MAY WISH TO CONTACT AN ATTORNEY IF I HAVE QUESTIONS CONCERNING THE USE OF THIS ARBITRATION CLAUSE.

\_\_\_\_\_  
Visitor's Printed Name

\_\_\_\_\_  
Age

\_\_\_\_\_  
Visitor's Signature (if under 18 years old, parent or guardian  
must also sign below)

\_\_\_\_\_  
Date

**PARENT/GUARDIAN WAIVER FOR MINORS**  
(under 18 years old)

The undersigned parent or legal guardian warrants and represents that he or she is, in fact, acting in that capacity and has legal authority to enter into this Release on behalf of the minor Visitor and Releasing Parties, has consented to the minor Visitor's visit to Camp Halton and participation in the Activities, and has agreed individually and on behalf of the minor Visitor and Releasing Parties to the terms set forth above. The undersigned has carefully read this Release and fully understands that it is intended to and will have legal consequences that may be adverse to the undersigned, the minor Visitor, and the Releasing Parties. The undersigned also agrees to defend and indemnify the Released Parties and hold them harmless from any Claim that may be asserted against Released Parties because of any defect in or lack of the undersigned's capacity to so act and release Released Parties.

\_\_\_\_\_  
Parent or Legal Guardian's Printed Name

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date