



### Acknowledgement of Risk and Indemnification Agreement

**This document affects your legal rights. Please read and understand this document before signing it. You may not participate in any hands-on activities without this form having been completed, signed, and witnessed. Signatures must be made by the participant and the participant's legal guardian if the participant is under the age of 18.**

**In consideration of the services of the Blackwoods Rigging Guild (and any subsidiary entities and assumed business names), their owners, members, directors, officers, shareholders, employees, agents, volunteers and all other insurers and persons or entities acting in any capacity on their behalf (hereinafter "Instructor"), I hereby agree to release and discharge Instructor on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:**

### Acknowledgment of Risk

**I acknowledge my voluntary participation in rescue training as a trainee and/or volunteer, including those involving rescue training and related activities, entails known and inherent risks, as well as unknown/unanticipated risks which could result in serious physical, mental or emotional injury, trauma, paralysis, death, drowning, illness and disease or damage to myself, my own or others' property. I understand such risks simply cannot be eliminated without jeopardizing the essential qualities of this training and associated activities. These risks include but are not limited to:**

#### General Risks:

**injuries related to:**

- 1) weather conditions;
- 2) water conditions in all bodies of water;
- 3) contact with debris;
- 4) cuts from sharp objects;
- 5) exposure to allergens;
- 6) contact with any animals;
- 7) frostbite;
- 8) lack of needed medical care;
- 9) falling;
- 10) environmental contaminates;
- 11) natural or man-made objects;
- 12) muscular or skeletal overuse;
- 13) drowning or near drowning;
- 14) collision with objects or people;

- 15) entanglement with equipment;
- 16) difficult terrain, hiking or walking conditions;
- 17) mental trauma due to events or information received during training;
- 18) use of ropes and any related equipment;
- 19) contact with water-borne, insect-borne, or blood-borne pathogens;
- 20) personal physical contact between students and/or instructor;
- 21) my own physical condition and acts or omissions;
- 22) loss or damage of my personal property;
- 23) my own and other participants' attempts to exceed skills and/or acting in a reckless manner;

- 24) my own and others' improper use of equipment;
- 25) my own failure or that of other participants to follow Instructor's safety guidelines and instructions of its instructors;
- 26) inadequate repair or maintenance of Instructor's equipment;
- 27) failure of (including manufacturing or other defects, both apparent and latent) the equipment supplied or used by Instructor,
- 28) vehicular or pedestrian accident while being transported or walking to or from activity sites; and
- 29) error or negligence on the part of Instructor and its instructors, including inadequate instruction or assistance.

#### Additional Confined Space Rescue Risks:

**injuries related to:**

- 1) deficient oxygen;
- 2) toxic gas;
- 3) explosive atmosphere;
- 4) engulfment

#### Additional Ice Rescue Risks:

**injuries related to**

- 1) contact with ice;
- 2) being trapped under ice

#### Additional Boat Rescue Risks:

**injuries related to**

- 1) entrapment from or contact with boat/vessel or propeller

#### Additional Animal Rescue Risks:

**injuries related to**

- 1) behavior of animals used in the training

#### Additional Tower or Wind Turbine Rescue Risks:

**injuries related to**

- 1) electrocution

#### Additional Medical Class Risks:

**injuries related to**

- 1) contact with syringes

**Furthermore, Instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might not be aware of a participant's fitness or abilities. They might misjudge the weather, the elements, the training environment, or the water or terrain. They may give insufficient warnings or instructions, and the equipment being used might malfunction.**

**I understand and acknowledge that the above lists of inherent risks are not complete or exhaustive, and that other risks known, or unknown, identified or unidentified, anticipated or unanticipated, may also result in injury, death, illness or disease, or damage to myself, to my property or to other third parties. I expressly accept those risks not specifically listed above as well.**

### Acceptance of Risks and Responsibility

**My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. I fully understand that I may elect to not participate in any given activity at any time during the course of rescue training.**

Liability Release and Discharge

In consideration for being allowed to participate in this rescue training, I hereby voluntarily release, forever discharge, hold harmless and agree to indemnify Instructor from any and all liability, claims, demands or causes of action which may be in any way connected with my participation in this rescue training or the use of Instructor's equipment or facilities, including whether or not all such claims arise out of their negligence, fault, recklessness, strict liability or any other acts or omissions of Instructor. I also expressly agree to release and discharge Instructor from any act or omission of negligence, fault or recklessness in rendering or failing to render any type of emergency or medical services.

Additional Terms

Should Instructor or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I agree that substantive Oregon law, (not conflict of law rules) nor the law of any other state or jurisdiction shall be applied in any legal action involving the interpretation, validity and/or enforceability of this agreement, and that any legal action resulting from my participation in this activity shall be brought only in Lane County, Oregon.

In the event any portion of this agreement is deemed invalid or unenforceable, all other portions of this agreement shall remain in full force and effect. I understand that this is the entire Agreement between me and Instructor, and that it cannot be modified or changed in any way by the representations or statements of any employee or agents of Instructor or by me.

I understand that no major medical insurance benefits will be provided to me by Instructor during this rescue training. I certify that I have adequate health, accident, and liability insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such conditions.

Photo/Video/Film Release

I authorize the Blackwoods Rigging Guild including any entity or person certified or designated by Blackwoods, to use any and all photographs, video or film taken of myself during program training activities and related activities. I understand there will be no compensation to me. All negatives together with said prints, video or film are the property of Blackwoods or the entity or person certified or designated by Blackwoods, solely and completely. I also waive any right to inspect or approve any photo, video or film taken during the training. I affirmatively release and discharge Blackwoods from responsibility for any distortion or manipulation, whether intentional or otherwise, of photos, video or film taken of me during the training.

By signing this document, I acknowledge that if I am hurt or any property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Instructor and/or Blackwoods on the basis of any claim from which I have released it herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Agreement

By reading and signing this document, I understand, agree, and promise to accept and assume all risks existing in Blackwoods Rigging Guild trainings, including but not limited to those listed in this document. I further understand that this is a waiver and release of any and all claims against Instructor and that I am waiving my right to maintain a lawsuit against Instructor on the basis of any claim from which I have released it herein. I further understand and agree that my signature is on behalf of myself, my heirs, assigns, personal representative, and estate. I understand and accept that this is the entire agreement between myself and the Instructor and that it cannot be modified or changed in any way by the representations or statements of any party to this agreement. I have had a sufficient opportunity to read this entire document. I have read this document in its entirety and understand it, and I voluntarily sign my name as evidence of my acceptance of all of the provisions in this document and agree to be bound by its terms.

Signatures

Print Participants Name \_\_\_\_\_ Phone number \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of \_\_\_\_\_ Participants  
Legal Guardian \_\_\_\_\_ Age \_\_\_\_\_

Print Witness Name \_\_\_\_\_ Phone number \_\_\_\_\_

Signature Witness \_\_\_\_\_ Date \_\_\_\_\_