

PUBLIC TOUR OF DNR MANAGED LANDS AGREEMENT

**CONTAINS A
WAIVER AND RELEASE OF LIABILITY
PLEASE READ CAREFULLY!**

For and in consideration of participating in a tour of DNR managed lands during a Board of Natural Resources retreat, _____ (PARTICIPANT/PRINT NAME), and PARTICIPANT'S heirs/successors in interests, do hereby **RELEASE** and forever **HOLD HARMLESS AND INDEMNIFY** the State of Washington, Department of Natural Resources and its officers, agents, and employees, from any and all claims, damages, and causes of action that may arise out of PARTICIPANT'S involvement in a tour of DNR managed lands during a Board of Natural Resources field tour on _____.

WAIVER AND RELEASE OF LIABILITY

PARTICIPANT agrees that if PARTICIPANT engages in a tour of DNR managed lands during a Board of Natural Resources retreat on August 22-23, 2023, PARTICIPANT does so at PARTICIPANT'S own risk. This includes, without limitation, PARTICIPANT'S use of Department of Natural Resources' facilities, equipment, and managed lands as well as PARTICIPANT'S voluntarily riding in vehicles provided by the Department of Natural Resources. PARTICIPANT agrees that all involvement in these activities is voluntary and that all use of Department of Natural Resources' facilities, equipment, and managed lands is voluntary. PARTICIPANT **ASSUMES ALL RISK** of injury and death to PARTICIPANT, the contraction of any illness or medical condition that might result, including but not limited to infectious diseases, such as COVID-19, and any damage, loss or theft of any personal property. PARTICIPANT agrees on behalf of PARTICIPANT (and PARTICIPANT'S personal representatives, heirs, executors, administrators, agents, and assigns) to **RELEASE** and **DISCHARGE** the State of Washington, Department of Natural Resources and its officers, agents, employees, and programs from any and all claims, damages, and causes of action that may arise out of PARTICIPANT'S use of Department of Natural Resources' facilities, equipment, and managed lands.

PARTICIPANT acknowledges that PARTICIPANT has carefully read this WAIVER AND RELEASE OF LIABILITY and fully understands that it is a RELEASE OF LIABILITY. PARTICIPANT is waiving any right that PARTICIPANT may have to bring a legal action to assert a claim against the State of Washington for the State's negligence.

PLEASE READ AND SIGN: I have read, understood, and accepted the conditions of the **WAIVER AND RELEASE OF LIABILITY** printed above.

PARTICIPANT'S SIGNATURE

PRINT NAME

DATE