

Forest Bathing Session

Assumption of Risk, Release of Liability, and Indemnity Agreement (Oregon)

Participant Name: _____ **Date:** _____

Phone: _____ **Email:** _____

Session Date/Time: _____

Location (public area/park/trail): _____

Facilitator/Organizer: _____ **Phone:** _____

Property Owner/Host (if different): _____

I understand that participation in a forest bathing session is an outdoor activity that may involve walking, standing, sitting, and mindful engagement with nature. I understand the session may include uneven ground, natural and man-made obstacles, variable weather, wildlife, insects, plants (including poisonous or allergenic plants), and limited immediate access to emergency services.

I acknowledge that these and other risks may result in illness, serious bodily injury, permanent disability, or death. I am choosing to participate despite these risks.

Please read carefully: By signing this Agreement, I understand that I am giving up certain legal rights, including the right to sue for claims covered by this Agreement.

In consideration of being permitted to participate in the session, I agree to the following:

1. Voluntary participation; fitness. My participation is voluntary. I represent that I (or the minor participant, if applicable) am physically and mentally able to participate and will stop participating if I observe any condition or experience any symptom that I believe makes continued participation unsafe.

2. Participant responsibilities. I agree to follow all instructions and safety guidelines provided by the facilitator/organizer, to remain aware of my surroundings, and to act with reasonable care for my own safety and the safety of others. I understand that I am responsible for appropriate clothing, footwear, hydration, and any personal supplies.

3. Assumption of risk. I understand that outdoor nature-based activities involve inherent risks that cannot be eliminated even with reasonable care. These risks include, without limitation: slips, trips, and falls; uneven or wet ground; roots, rocks, holes, and debris; contact with plants (including stinging nettle, poison oak/ivy, or allergenic plants); insect or tick bites; wildlife encounters; sun exposure; heat or cold exposure; dehydration; smoke or

air quality conditions; and sudden weather changes. I knowingly and voluntarily assume all such risks, whether known or unknown.

4. Release and waiver of claims (ordinary negligence). To the fullest extent permitted by Oregon law, I release and agree not to sue the facilitator(s), organizer(s), the property owner(s)/host(s), and their respective agents, volunteers, employees, and affiliates (collectively, the “Released Parties”) for any and all claims arising out of or related to my participation, including claims for personal injury, illness, death, or property damage, to the extent caused by the **ordinary negligence** of any Released Party.

This release does **not** apply to claims arising from gross negligence, reckless conduct, or intentional misconduct.

5. Indemnity / hold harmless. I agree to indemnify and hold harmless the Released Parties from and against any third-party claims, demands, damages, or expenses (including reasonable attorney fees) arising out of my acts or omissions during the session or my breach of this Agreement.

6. Medical. I am responsible for my own medical condition and health needs. I understand the facilitator/organizer is not providing medical advice or medical services.

7. Emergency authorization. If I need emergency assistance and I am unable to communicate, I authorize the facilitator/organizer to seek emergency medical care for me and/or to contact my emergency contact. I understand I am responsible for any associated costs.

8. Public area rules; other users. I understand the session occurs in a public area that may be used by other visitors, vehicles, cyclists, dogs, and other third parties. I agree to follow all posted rules and applicable laws, stay on allowed paths/areas when instructed, yield appropriately to other users, supervise minors at all times, and practice Leave No Trace principles. I understand the Released Parties do not control the conduct of third parties and are not responsible for the actions of other visitors.

9. Personal property. I am responsible for my personal property. The Released Parties are not responsible for loss, theft, or damage to my belongings.

10. Photography (optional). I consent to the use of photographs/videos taken during the session for informational or promotional purposes. I do not consent.

11. Governing law; venue. This Agreement will be governed by the laws of the State of Oregon, without regard to conflict of laws rules. Any dispute arising from this Agreement or the session will be brought in a state court located in Oregon, unless otherwise required by law.

12. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

13. Entire agreement. This Agreement contains the entire understanding regarding liability and risk for this session and supersedes any prior discussions or representations.

Emergency Contact Name: _____ **Phone:**

Minor Participant (if under 18)

Minor's Name: _____ **Date of Birth:** _____

I am the parent or legal guardian of the minor identified above. I give permission for the minor to participate in the session. I have read this Agreement and, on behalf of myself and the minor, I agree to all terms, including the assumption of risk, release, and indemnity provisions, to the fullest extent permitted by Oregon law.

I authorize the facilitator/organizer to seek emergency medical care for the minor if needed and I agree that I am responsible for any associated costs not covered by insurance.

Parent/Guardian Name (print): _____

Parent/Guardian Signature: _____ **Date:** _____

Relationship: _____

I acknowledge that I have read this Agreement, understand its terms, and sign it freely and voluntarily.

Adult Participant Signature (18+): _____ **Date:** _____

Printed Name: _____