# 2027 Pilchuck Tree Farm Visitor Release and Indemnity

PLEASE READ THIS RELEASE CAREFULLY. THIS RELEASE INCLUDES A RELEASE OF LIABILITY, AN INDEMNITY, AND A WAIVER OF LEGAL RIGHTS. IT DEPRIVES YOU OF THE RIGHT TO SUE PACIFIC DENKMANN COMPANY, THE PILCHUCK RECREATION ASSOCIATION, THEIR AFFILIATED COMPANIES, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE DIRECTORS, TRUSTEES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND ATTORNEYS (INDIVIDUALLY A "RELEASED PARTY" AND COLLECTIVELY THE "RELEASED PARTIES"). DO NOT SIGN THIS RELEASE UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

The undersigned acknowledges that signing this Release is a condition and requirement of its permitted entrance to and use of all Pacific Denkmann Company/Pilchuck Tree Farm land, which is hereinafter referred to as the "Tree Farm." The Tree Farm generally comprises three tracts of privately owned land, two east of Interstate 5 and north of Arlington and one east of Stanwood and east of Interstate 5. Each tract contains various roads and trails of varying condition that traverse through natural and/or planted commercial forest and reforested land.

Subject to road, trail, and Tree Farm closures and access modifications at any time, in the discretion of Tree Farm management, and subject to the undersigned's signing this Release, the undersigned is granted a revocable license to enter and use the Tree Farm's roads and trails for trail maintenance and recreation, which means hiking, bicycling, geocaching, horse riding, and other permitted activities. ***The undersigned must abide by all posted regulations and any rules or regulations provided on the Pilchuck Recreation Association's website: www.pilchuckra.org***.

Use of the Tree Farm involves potential risks. These risks include, among other things, the risks of physical injury, damage to personal property, and death caused by other hikers, vehicles, riders, and fixed or moving objects; the dangers (whether latent or patent) arising from natural and artificial conditions, surface hazards, including trail irregularities, equipment failure, inadequate safety equipment, use of equipment provided by the Released Parties, or others; dangers associated with man-made and natural jumps, stunts, equipment, or other constructs; motor vehicle accidents; the Released Parties' actual negligence; the negligence or wrongful acts of others; weather conditions; the possibility of serious physical and/or mental trauma, injury, or death; slipping and falling, falling objects, water hazards, drowning, exhaustion, exposure to temperature and weather extremes which could cause hypothermia (heat related illnesses); heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild or domestic animals, insect bites, and hazardous plant life.

IN CONSIDERATION OF THE FOREGOING REVOCABLE LICENSE TO ENTER AND USE THE TREE FARM'S ROADS AND TRAILS, THE UNDERSIGNED, ON HIS OR HER OWN BEHALF AND ON BEHALF OF HIS OR HER HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, HEREBY ASSUMES ALL RISKS OF USING THE TREE FARM AND HEREBY RELEASES AND FOREVER DISCHARGES THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR ANY AND ALL CLAIMS OF ANY KIND THAT MAY ARISE FROM THE UNDERSIGNED'S ENTRY WITHIN THE TREE FARM, INCLUDING WITHOUT LIMITATION ANY CLAIMS BASED ON A RELEASED PARTY'S ACTUAL NEGLIGENCE.

Furthermore, the undersigned agrees, to the fullest extent permitted by law, to indemnify, defend (with legal counsel reasonably acceptable to the applicable Released Parties), and hold harmless the Released Parties from and against any and all claims, demands, causes of action, suits, losses, judgments, settlement expenses, liens, liabilities (including without limitation for any damages arising from personal injury, accidents, illness, death, and personal property damage), costs or expenses (including reasonable attorneys' and expert witness fees and costs) or other damage that may arise from or be in any way connected with the undersigned's use of the Tree Farm, except those occasioned solely by the gross You negligence or willful misconduct of the Released Parties. To the extent that any law may prevent the enforcement of all or any part of the foregoing indemnity, it is the intent of the parties that any such prohibited provisions are severable and the indemnity obligations shall be construed to impose the indemnity obligation in all circumstances, applications, and situations to the fullest extent permitted by law.

The undersigned hereby expressly agrees that this Release, waiver, and indemnity is intended to be as broad and inclusive as permitted by the laws of the State of Washington and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any disputes arising out of this Release shall be resolved under Washington law and in a court of competent jurisdiction located within King County, Washington

Tree Farm trail maintenance work is performed by volunteers with Pilchuck Recreation Association oversight and supported by your donations. ***A voluntary $2 donation, deposited or mailed, for each person's entry within the Tree Farm, is appreciated. Donations pay for trail and infrastructure maintenance materials used by PRA*** sanctioned volunteers within the Tree Farm. Signs, kiosks, and donation boxes are located in primary parking areas. Options: 1: send completed Release forms and donations to: Pilchuck Recreation Association; P.O. Box 2962, Arlington, WA 98223 ***2: put them in the donation box in the parking lot. 3: donation with Paypal app and enter*** **treasurer@pilchuckra.org**. 4: Email a legible copy of your HHA to **pra_ptf@yahoo.com.**

**[SIGNATURES ON THE REVERSE SIDE OF THE PAGE]**

**2027 - I have read the above carefully before signing and understand its terms.**

**Please note below in the Uses area by using the letters provided to indicate your primary Tree Farm activities: Horseback riding = H, Bicycling = B, Walking = W, Geocaching = G, Other = O. This data will help the PRA maintain recreational access to suit its users.**

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|---|---|
| **Signature:** | **Signature:** |
| **Name (print):** | **Name (print):** |
| **Date: Phone:** | **Date: Phone:** |
| **Address:** | **Address:** |
| **City:** | **City:** |
| **State/Zip: Uses:** | **State/Zip: Uses:** |

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| **Signature:** | **Signature:** |
| **Name (print):** | **Name (print):** |
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| **Date: Phone:** | **Date: Phone:** |
| **Address:** | **Address:** |
| **City:** | **City:** |
| **State/Zip: Uses:** | **State/Zip: Uses:** |

**CONSENT AND RELEASE BY PARENT OR LEGAL GUARDIAN OF MINOR CHILD**

I am the parent or legal guardian of _____, a minor child. I agree that my child may use the Tree Farm, subject to the terms and conditions of the above Release. I have read and understand the above Release and agree to its terms as set forth above. In consideration of allowing my child to voluntarily use the Tree Farm, I agree to the Release for myself and my child, and its terms shall likewise be binding on me, my child, my and my child's heirs, executors, administrators, legal representatives, successors and assigns. **I HEREBY, FOR MYSELF, MY CHILD AND MY CHILD'S HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS RELEASE, AND AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES TO THE FULLEST EXTENT PROVIDED FOR IN THE ABOVE RELEASE.**

**I have read the above carefully before signing and understand its terms.**

**SIGNATURE**_____**NAME(print):** _____

**ADDRESS:** _____DATE:_____

Street City State Zip