Waiver and Release Agreement

Please read carefully before signing.
This is a release of liability and waiver of certain rights.

In consideration for my being permitted to participate as a student at Green University, LLC, I agree to the following Waiver and Release:

I acknowledge that there are inherent risks, hazards, and dangers to any person engaged in house-building and other construction activities. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. Hazards from falls, such as those from ladders and scaffolding, or from the walls or roof of a building, as well as hazards from falling onto other objects, such as building materials or equipment.
2. Hazards from falling objects, such as lumber, tools, rocks, insulation panels, ladders, or other people.
3. Hazards from tools and equipment, such as hammers, power saws, or welders, which can cause such injuries as mashed fingers, deep cuts or lost appendages, or severe burns or potential electric shock.
4. Hazards from mechanical failures, such as failures of ladders or scaffolding, tools that might seize up or slip, or building materials or supports that might unexpectedly fail.
5. Hazards from electrical shocks, such as from damaged electrical cords on tools, extension cords on the ground, overhead power lines, electrical wiring projects, experimental technologies, arc welding equipment, or tools and lines in contact with water.
6. Hazards to the eyes, such as from flying debris from power tools and hammer blows, or possible chemical injury from cement, foam sealant, or paints.
7. Hazards to your hearing, such as from loud power tools, including circular saws, table saws, routers, and grinding tools.
8. Hazards to your lungs, such as dust and debris from cutting and sanding projects, chemical dust from products like cement and lime, or vapors from paints, stains, glues, and epoxies.
9. Absence of immediate medical attention, especially due to distances to doctors and hospitals and occasionally limited transportation options.

I acknowledge that the above list is not inclusive of all possible risks associated with house building and other construction activities. I am further aware that safety equipment, such as goggles, ear plugs, dust masks, and gloves, are available at all times, and it is my responsibility to use them.
In addition, I acknowledge that there are inherent risks, hazards, and dangers to any person practicing primitive skills, survival camping, canoeing, and wilderness living techniques, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

10. Hiking hazards in walking cross-country through rugged terrain, with or without trails, and with or without hiking boots, during variable weather conditions, and in either daylight or darkness including traveling at night without flashlights.
11. Water hazards in canoeing, floating, swimming, or traversing streams, rivers, ponds and lakes, including ice-covered bodies of water.
12. Temperature extremes and inclement weather conditions, especially when traveling with only a minimum of gear, and when shelter may not be readily available.
13. Fire hazards from building, using and sleeping by campfires or in primitive shelters heated by fire, or from wildfires from natural or manmade sources.
14. Health hazards from exposure to the sun and other elements, as well as from lack of water, food and sleep, which may impair judgment and increase the risk of other hazards.
15. Injuries to yourself or from others from the manufacture or use of tools and equipment, including, but not limited to: knives, bows and arrows, spears, traps, and tools made from sticks, stones, bones, ropes, hides and other materials.
16. Encounters with wildlife, including but not limited to: venomous spiders and insects like bees, wasps, ticks and scorpions, as well as rattlesnakes and other reptiles, as well as bears, mountain lions and other potentially dangerous mammals and birds.
17. Exposure to harmful viruses, bacteria and disease-carry organisms, including, but not limited to: hantavirus, West Nile virus, chronic wasting disease, bubonic plague, rabies, tularemia, trichinosis, giardia, salmonella, hepatitis, Lyme disease, Rocky Mountain spotted fever and Colorado tick fever.
18. Complications from handling or ingesting, intentionally or accidentally, wild edible, medicinal, poisonous, or allergenic plants and mushrooms.
19. Absence of immediate medical attention in the wilderness or any communication devices in range of receivers to seek medical attention in case of injury.
20. Transport in any vehicle before, during or after an event to or from any location.

I acknowledge that the above list is not inclusive of all possible risks associated practicing primitive skills, survival camping, and wilderness living techniques.

I understand that there are serious risks, hazards, and dangers inherent in house-building, construction, practicing primitive skills, survival camping, and wilderness living techniques, and I have had the opportunity to discuss them with Green University, LLC staff and instructors. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. IF AT ANY TIME I DOUBT THE SAFETY OF AN ACTIVITY, I AGREE TO DISCUSS MY CONCERNS AT THAT MOMENT UNTIL SATISFIED THAT SAFETY CONCERNS ARE ADEQUATELY BEING ADDRESSED, OR IF NOT SATISFIED, I WILL EXCUSE MYSELF FROM FURTHER PARTICIPATION IN THE ACTIVITY. I understand that I have these responsibilities. My participation in this experience is purely voluntary.
No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF GREEN UNIVERSITY, LLC WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, DISABILITY, PARALYSIS, OR DEATH.

I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Green University, LLC, their directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits and expenses which are related to, arise out of, or are any way connected with my participating in this activity including but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, disability, paralysis or death to me or my property as a result of my engaging in these activities or the use of these services or equipment, whether such damage, loss, injury, disability, paralysis, or death results from negligence of Green University, LLC or from some other cause. I, for myself, my heirs, my successors, executors and subrogees, further agree not to sue Green University, LLC as a result of any injury, disability, paralysis, or death suffered in connection with my participation in this primitive skills, survival camping and wilderness living class or expedition.

Lastly, I authorize Green University LLC to use my name and likeness, pictures, narratives and video recordings of me from my experience with Green University, LLC in future publications and advertisements, including, but not limited to, books, videos and other products produced for sale, from which I waive the right to any and all disbursements or royalties. Furthermore, Green University, LLC shall have the unrestricted right to assign the use and subsidiary rights of any such material to any third party for similar purposes, and I waive the right to any and all disbursements or royalties from any such use and assignments.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Printed Name: __________________________ Signature: __________________________

Home Address: __________________________ Phone: __________________________

City, State, Zip: __________________________ SS#: __________________________ (optional*)

Email: __________________________

Emergency Contact Name: __________________________ Phone 1: __________________________

Address: __________________________ Phone 2: __________________________

City, State, Zip: __________________________

* Your Social Security number is needed to file a 1099-Misc if you are paid for contract labor for Green University LLC, Outdoor Wilderness Living School LLC or HOPS Press LLC.