

Steps into Wilderness: Program Contractee Statement of Acceptance and Indemnity Agreement

In consideration for WASHINGTON TRAILS ASSOCIATION (WTA) allowing _____ herein referred to as the Program Contractee to take part in the Steps into Wilderness Program, the Program Contractee set forth above agrees that Washington Trails Association, Steps into Wilderness and its sponsors, employees, agents, volunteers, officers or directors shall not be liable for any damages, property losses or injuries to persons or property, as a direct or indirect result of the Program Contractee's activities before, after or during Steps into Wilderness Program Events.

By signing this agreement the Program Contractee is releasing WTA and _____ from any and all liability in the event that participants are injured, damaged, or killed during Steps into Wilderness Program Events or other events or project sponsored by Washington Trail Association. The Program Contractee is aware that events and projects sponsored by WTA may involve hiking, backpacking, camping, trail games and other activities (including but not limited to running, jumping, light contact sports); construction and maintenance of trails and recreation facilities, and that participating in or observing these events or projects poses certain dangers, including, but not limited to, the hazards of traveling in and hiking in wilderness and steep mountainous terrain; using hand or motorized construction tools (and of hiking and working in the proximity of such tools when used by others); injury or illness in remote places without medical aid; lifting and working on often narrow and precipitous trails; and unforeseen events caused by the forces of nature. Program Contractee agrees to advise all participants of the foregoing risks. In consideration for permitting participation in events sponsored by WTA, the Program Contractee hereby waives any right of recovery and claims of liability against WTA, its officers, employees and agents, including claims for bodily injury, including death, personal injury and/or damage to property, and releases WTA, its officers, employees and agents and release from such claims and any claims made by others for personal injury or property damage. Further, the Program Contractee will hold WTA harmless from any loss or damages resulting from the foregoing waiver and release or claims by program participants. This Release and Indemnity Agreement is a contract, not a mere recital and thus it shall remain in effect for all projects sponsored by WTA in which the Program Contractee participates.

Upon request, the Program Contractee shall provide a certificate of insurance, showing Washington Trails Association as an additional insured, which certificate shall be provided no less than 3 days prior to the event. During the term of this contract, the Program Contractee shall carry insurance the limits of which shall not be less than as follows:

1. General Comprehensive Liability Coverage insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit.
2. Business Auto Policy (BAP) Insurance: Program Contractee shall maintain business auto liability.
2. "A" or better rating by an insurance rating firm such as A.M. Best.
3. Washington Trails Association named "insured" in the Contractee's policy with an endorsement from insurance company.
4. Certificate must indicate coverage for the dates the WTA events occur.

The Program Contractee shall provide indemnification to and hold harmless WTA, its officers, employees and agents for any injuries suffered by participants in connections with events contemplated by the contract. In the event that any insurance policy is "Claims Made," it shall predate the date of this contract. The Program Contractee will defend, indemnify and hold Washington Trails Association harmless from all liability whatsoever for the matters set out herein, whether or not caused by the actions, including negligence or breach of any obligation by Washington Trails Association, or its employees, agents volunteers, officers or directors.

Both parties shall make all reasonable effort to resolve disputes by amicable negotiations. In the event the dispute cannot be resolved by amicable negotiations, the parties will first submit the matter to mediation by all parties agreed to by the parties. In the event the parties cannot agree to a mediator, application shall be made to an appropriate court for appointment of a mediator. The parties will work in good faith in mediation to resolve the dispute. In the event the parties cannot resolve the dispute by mediation, either party is entitled to its normal legal remedies.

I have read this Statement of Acceptance and Indemnity Agreement in its entirety.

This contract made this _____ day of _____, 20_____.

Program Contractee: _____
By: _____
Title: _____

Washington Trails Association
By: _____
Title: _____