

ACKNOWLEDGEMENT OF RISK/CONSENT

As a pre-condition for participating in wild mushroom foraging classes run by Jody Franklin of Salmonberry Media Group DBA Shaggy Jack's Wild Mushrooms I agree to be strictly bound by the following. Please review the following and decide whether you agree to participate. The mushroom class may include, but is not limited to, all of the activities listed below collectively the "Activities".

Participant Name: _____

Risks Associated with the Activities:

Activity	Risks include, but are not limited to:	Source of Risk	Initials
Water Activities	Drowning, slipping, hypothermia	While walking the forest we may be near streams and other sources of moving water or ponds, lakes and bogs. Failure to take adequate precautions may result in the participant falling in or becoming wet and risking injury, sickness or death. Areas nearby may be wet and slippery.	
Animal Contact	Injury/illness	The classes takes place in wild and unregulated areas, and the group may come across wild animals which may attack even if unprovoked.	
Outdoor Activities	Scrapes/ Bumps/burns/ Breaks etc.	The class takes place in wild areas where walking surfaces will be uneven, tripping hazards may be obscured and the forest floor may be unstable. In addition branches or trees may fall in an unpredictable manner and many of the trails are multiple use trails and I may come into contact with other recreational trail users such as mountain bikes or horses.	
Exposure to outdoor elements (allergens etc.)	Allergic reaction	Exposure to various allergens including, but not limited to, pollens, bug bites, plants, foods.	
Driving and Transport	Risk to property and person	Participants are responsible for transporting themselves to the site of the class, this often involves traveling on logging roads, some of which are unmaintained. Driving in this manner may cause damage to vehicles and parked vehicles could risk theft or damage from events such as falling trees or branches.	
Use of skills outside of the course	Sickness or death	Participants are being supervised in which mushrooms they are foraging and/or eating while taking the course but the instructor takes no responsibility for participants choices and discretion used outside of the course. Some mushrooms can be hazardous and this course is meant as an introductory course, it will not make participants experts in identifying mushrooms.	
Consumption of foraged food	Allergic Reaction	Even when consuming safe mushrooms it is possible that individuals may have allergic or negative reactions.	

Acknowledgement of Risk

I understand that there are inherent risks involved in these activities. I recognize that these risks could result in consequences that include general physical injuries, head or spinal injuries, physical or emotional trauma, infection, death or financial loss (e.g., damaged or lost personal equipment or medical costs.)

I have fully informed myself about the nature of these activities and the inherent risks associated with these activities.

I acknowledge that I have been encouraged to ask for clarification about the nature of any activity and the safety measures to be used by the farm to manage risks.

I understand and agree:

1. That the physical demands of this particular program require that I am medically, physically, and emotionally fit and fully able to participate in the activities. I am not aware of any reason, health-related or otherwise, why I would not be capable of participating in any or all of the planned activities. The program's instructors reserve the right to refuse my participation in any activity if they deem me not fit to participate.
2. I acknowledge that Salmonberry Media Group DBA Shaggy Jack's Wild Mushrooms and any affiliates, employees or agents cannot guarantee absolute safety. I also understand that I am responsible for my own safety and that I must act prudently and carefully. I understand and acknowledge that I may suffer serious and permanent injury or damage to or loss of property, resulting directly or indirectly from my own negligence, failure to follow direction, misadventure or unavoidable or unintentional accident. I also understand and acknowledge that all of the potential risks cannot be listed in this Agreement.
3. The setting and activities that I will be participating in requires that I have adequate clothing and personal equipment to keep them warm and dry. It is my responsibility to ensure that I am properly equipped for the program.
4. I understand that it is my responsibility to communicate to the staff or instructors any particular/ specific need that I have prior to the first day of the program.
5. I understand that as a precondition to participation in this program I must acknowledge the above risks and sign the below waiver of liability.

I CONFIRM THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND THE TYPES OF ACTIVITIES I WILL BE PARTICIPATING IN AND THE ASSOCIATED RISKS OF THOSE ACTIVITIES.

I understand that by signing below, I am acknowledging my agreement to the above.

NAME OF PARTICIPANT

SIGNATURE OF PARTICIPANT

DATE

WAIVER OF LIABILITY

BETWEEN

_____, of _____

(The “Participant”)

AND

Salmonberry Media Group, DBA Shaggy Jack’s Wild Mushrooms

(The “Facilitator”)

I agree to the following:

1. I acknowledge that the Activities contains inherent risks and dangers which may cause damage or loss of personal property, personal injury, and even death, and I assume and accept these risks and dangers and agree to hold The Facilitator harmless of any and all liability for damages or loss of personal property, personal injury, or death resulting from these risks and dangers, however caused.
2. I hereby release and waive and all claims against the Facilitator in respect of any damage or loss of personal property, personal injury and death whether in contract, tort, in equity or however caused which I may have or acquire as a result of my attendance at or participation in the Activities, including, without limitation, damage, loss, injury and death caused by negligence on the part of the Facilitator.
3. I agree to fully indemnify and save the Facilitator harmless from and against any and all claims, costs, and expenses the Facilitator may incur or be found liable for as a result of my attendance or participation in the Activities, including, without limitation, costs, expenses and legal fees on a solicitor and client basis which the Facilitator may incur in defending any claims or lawsuits that I, or anyone on my behalf, may bring against the Facilitator.
4. I understand and agree that this Agreement applies whether the Facilitator is at fault or not.
5. I understand and appreciate that I have a right to and am encouraged to seek independent legal advice before signing this Agreement.
6. I understand and agree that this Agreement limits the liability of and indemnifies the employees, agents, officials, servants and representatives of the Facilitator, whether paid or unpaid, to the same extent as it limits the liability of and indemnifies the Facilitator, even though the employees, agents, officials, servants and representatives have not signed this Agreement. I understand that in securing the execution of this Agreement, the Facilitator is acting as an agent or trustee on behalf of or for the benefit of its employees, agents, officials, servants and representatives, who shall to this extent be or be deemed to be parties to this Agreement.
7. This Agreement shall serve to benefit and bind the Facilitator and the undersigned and such party’s respective heirs, executors, administrators, successors and assigns.

WARNING

BY SIGNING THIS AGREEMENT, I AGREE TO GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR LOSS I MAY SUFFER, HOWEVER CAUSED; AND I AGREE TO INDEMNIFY THE FACILITATOR AGAINST ANY ACTION BROUGHT AGAINST IT. I FURTHER CERTIFY THAT I HAVE READ THE TERMS OF THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT AND UNDERSTAND ITS CONTENTS AND THAT I WISH TO BE BOUND BY ITS TERMS.

Name: _____

Date of Birth: _____

Signature: _____

Participant Information	
Allergies*	
Describe Allergic reaction	
Other Health Concerns	
Emergency Contact Information #1	Name: _____ Relationship to Participant: _____ Phone: _____ Phone 2: _____
Emergency Contact Information #2	Name: _____ Relationship to Participant: _____ Phone: _____ Phone 2: _____

* All allergen information shared on these forms will be communicated to farm staff. Students with known anaphylaxis **must** carry their own EpiPen.