

GENERAL RELEASE OF LIABILITY

This agreement is between the Windward Foundation, Inc., the Windward Education and Research Center, Inc. (“Windward”) and the below named party who hereby acknowledges that Windward is located in Klickitat, Washington, and situated on rough, forested terrain. Windward is involved in the activities of both a working farm with assorted animals, livestock, pens, sheds and outbuildings, and a construction site with buildings and projects in various stages of completion, with lumber, tools, equipment and light and heavy machinery.

I acknowledge the inherent dangers of these conditions and activities and have made a voluntary choice to participate despite those hazards. In consideration therefore, I agree to assume any and all risks of injury which might be associated with or result from my participation.

I further release, waive, discharge and covenant not to sue Windward, its officers, agents, or members from all liability to me, or any other party claiming an interest through me, for all loss or damage or demand therefore on account of injury to my person or property, whether caused by their negligence or for any other reason, while participating in activities at Windward .

In the event of a dispute between the parties arising out of my participation in any Windward activity, I agree to work through Windward's internal dispute resolution procedures. If these procedures do not lead to the resolution of the dispute, the parties agree to submit it to binding arbitration before a mutually acceptable magistrate in Klickitat country. The arbitration may take place wherever the parties mutually agree, but will be at Windward if they do not agree otherwise, and in any case the laws of the State of Washington will apply. During arbitration, either party will be entitled to discovery pursuant to the procedures available in litigation in Washington.

It is the intent of the undersigned that the above Release be as broad and inclusive as allowed by law. If any portion is invalid, the remainder shall continue in full force and effect. I have read and understood this Release and all its terms. I warrant that the above is true and correct in all respects and that no oral representations, statements or inducements apart from the foregoing have been made.

PRINTED NAME	SIGNATURE	DATE
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