

**2022 CHAMPIONSHIP FORESTRY CHALLENGE**  
**PARTICIPANT RELEASE (Adult)**  
**Please complete entire document (3 pages)**

This Release (the "Release") is executed on \_\_\_\_\_, 2022 ("Effective Date"), by \_\_\_\_\_ ("Participant"). Participant desires to attend the Championship Forestry Challenge, being conducted at the Camp Sylvester, 28770 Dodge Ridge Rd, Pinecrest, CA 95364, beginning on 4/21/2022 and ending 4/23/2022 (the "Event").

Participant understands and agrees to the following: (a.) "Participant" includes students, teachers, adult supervisors, chaperones, visitors, or observers attending the Event; (b.) Participant is entering into this Release voluntarily; (c.) The Event involves being in a natural forest environment that presents a variety of hazards and risks and will require the exercise of reasonable care to avoid injury.

Participant further understands that as part of this trip, there will be a field tour to privately owned forestlands, and that there are inherent potential hazards and risks involved with visiting a forested landscape. Participant hereby accepts and assumes the risks involved in the participation on private forestlands, and hereby releases owners from any and all injuries, loss, liability, damage, cost and expense (including attorney's fees), or any other damages which may be sustained by Participant arising from participation on private forestlands.

Participant hereby agrees to release, waive, discharge, and covenant not to sue Forestry Educators Incorporated ("FEI"), its officers, employees, agents and contractors; or the host facility (the "Releasees"), for any and all liability to Participant and his or her successors, assigns, heirs, guardians, next of kin, executors and trustees for any damages, loss, costs or expenses, and any claims, demands, or suits therefore, on account of bodily injury, sickness, disease or death, or injury to or destruction of property, whether caused by the acts, failures to act, or other conduct of the Releasees or otherwise, while Participant is attending the Event.

Participant hereby assumes full responsibility for and risk of bodily injury, sickness, disease or death, or injury to or destruction of property, whether caused by the acts, failures to act, or other conduct of the Releasees or otherwise, while Participant is attending the Event.

In witness whereof, the undersigned, being duly authorized, have hereunto set his/her hand and executed this Release upon the Effective Date.

PARTICIPANT:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**EMERGENCY PROCEDURE AND INSURANCE VERIFICATION  
CHAMPIONSHIP FORESTRY CHALLENGE**

(I), \_\_\_\_\_, do hereby authorize *Forestry Educators Incorporated* agents or representatives, to consent to X-ray examination, anesthesia, medical or surgical diagnosis or treatment, and/or hospital care which is deemed advisable by, and is to be rendered under the general or special supervision of any physician or surgeon licensed under the Medicine Act, whether such diagnosis or treatment is rendered at the office of said physician or at any duly licensed medical facility.

It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care required, but is given to provide authority and power on the part of our above-mentioned agent(s) or representative(s) to give specific consent in any medical emergency to any and all such diagnosis, treatment, or hospital care which the aforementioned physician in the exercise of best judgment may deem advisable.

The undersigned agrees to bear all costs incurred as a result of the foregoing. This authorization shall remain in effect for the duration of this field trip.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Cell Phone(s) \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Medical/Accident Insurance Company \_\_\_\_\_

Medical/Accident Insurance Policy/Group Number \_\_\_\_\_

Name of Policy Holder \_\_\_\_\_

Family Physician \_\_\_\_\_ Phone \_\_\_\_\_

Special medical condition(s) we should know about

\_\_\_\_\_

Medications \_\_\_\_\_

All Allergies (food/meds/etc) \_\_\_\_\_

Date of last Tetanus shot \_\_\_\_\_

**CHAMPIONSHIP FORESTRY CHALLENGE  
MODELING, PERFORMANCE, AND NARRATION RELEASE**

For value received and without further consideration, I hereby consent that all photographs, video tape, audio tape, or dictation taken at the Championship Forestry Challenge by *Forestry Educators Incorporated* or its designees, including the print, television, or radio media may be used by *Forestry Educators Incorporated*, and/or its designees and/or others with its consent, for the purpose of illustrations, publications, or broadcast in any manner. Further, I hereby consent to be interviewed by *Forestry Educators Incorporated* or the media.

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Print Name

Signature

**CHAMPIONSHIP FORESTRY CHALLENGE  
CODE OF CONDUCT**

I have read the [2022 Forestry Challenge rules](#) and agree to abide by them.

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Signature

Note: This form will be in the possession of a *Forestry Educators Incorporated* representative throughout the trip.



## Waiver, Release and Indemnity

Fifth Edition, Effective October 2015

### Camp Sylvester

#### WAIVER, RELEASE AND INDEMNITY

I understand and agree that my participation in events, programs, races, or activities organized, operated, conducted and/or sanctioned by Camp Sylvester is conditional upon my execution of this document.

1. I am aware that camping and related activities involve the possibility of **injury or death**.
2. **I accept these risks**, and all others arising from these events and programs, even if arising from the negligence, gross negligence or negligent rescue by those associated in any way with the Camp Sylvester events and programs I may be involved in, the venues at which these events and programs takes place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releasees").
3. I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in all events and programs throughout the year.
4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition.
5. I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against Camp Sylvester, participating program organization, and all other Releasees from all liability for any loss damage, injury or expense that I may suffer as a result of my participation in any part or parts of the events or programs or my presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph (2) above or from any breach of contract or statutory duty or other duty of care including any duty of care owed by the Releasees.
6. **I AGREE NOT TO SUE** and I further agree **TO INDEMNIFY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in these events or programs. **I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY**. I am aware that by signing this agreement I am waiving substantial legal rights (on my behalf and on behalf of the heirs, executors, administrators and next of kin), including the giving up of my rights to sue.

### Camp Sylvester

#### GENERAL FACILITY USE AGREEMENT (CONTINUATION OF PREVIOUS (FRONT SIDE OF RESERVATION AGREEMENT):

7. Camper/Guest understands that **Camp Sylvester and/or its employees do not provide cleaning services**. It is **NOT the duty or responsibility of Camp Staff to clean facilities**, bathrooms or any other buildings. Camper/Guest upon departure is required to complete a comprehensive cleaning of all facilities used.
8. Camp Staff, will open and close Camp, instruct Camper/Guest on use of equipment and provide basic supplies including: electric service (for general use), running water (hot water limited), toilet paper, paper towels, light bulbs, hand soap, hair and body wash, appropriate surface and floor detergents and cleaner for sanitation management. Any equipment failures, or restock of supplies shall be reported to Camp Staff.
9. **All Campers/Guests to furnish bedding** (sheets, blankets, sleeping bag and/or pillow), hygiene products, bathing towel, food or any other item necessary.
10. Camper/Guest acknowledges and accepts that Camp facilities may be rented independently of other on-site facilities and services. Camper/Guest agrees to maintain the privacy of other guests/groups that may be staying on site and will not intrude or interrupt other guests and/or groups staying at Camp during the rental period. Rental of Camp does not include open use of other on site areas not defined on the contracted Reservation Agreement such as: other recreation and/or dining halls, guest house cabins, amphitheater, sport courts/fields and/or bathroom facilities.
11. Camper/Guest accepts and agrees to **be responsible for all damages or injury done** to persons or property while on the Camp property. Camper/Guest understands Camper/Guest may be individually charged for damages and agree to pay for repair and/or replacement of damaged property including labor and materials.
12. Camper/Guest understands all campfires must be within defined campfire rings. All open flame **campfires must be attended** at all time and should be extinguished by midnight.
13. Camper/Guest understands all buildings used during your stay must be **cleaned, swept and moped prior to departure**. Buildings not properly cleaned at departure will be assessed additional charges.
14. Camper/Guest agrees to only use **Scotch Blue Painters Tape** on surfaces for mounting of decoration and signage and agree not to graffiti walls and/or bunks.



## Waiver, Release and Indemnity

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15. Camper/Guest agrees not to parking in fire lanes or emergency access routes, parking permitted in defined areas only (do not park vehicles near cabins).
16. Camper/Guest agrees not to remove beds or furnishings from assigned cabins, buildings and/or designated areas.
17. Camper/Guest understands that area **heating units are for use during cool season months (October-May)** and will not be available for use during the summer season unless determined necessary by Camp Staff.
18. Camper/Guest understands that additional rules and regulations are posted on site and will do their part to review and understands these additional rules and regulations apply during their Event/Group stay at Camp.
19. Camper/Guest understands that **no pets are allowed** at Camp excepted those certified for medical need (example: seeing eye dogs).
20. Camper/Guest understands tampering with emergency and safety equipment is a **punishable felony** and may result in **fines up to \$500.00 per occurrence/incident**.
21. Camper/Guest understands that **cleaning charges of \$150.00** per occurrence and **fines of \$50.00** per occurrence will be charged to the Applicant(s) for discharging fire extinguishers in a non-emergency.
22. Camper/Guest understands that National Forest Service Law defines that the **hours between 10:00 PM – 7:00 AM are 'Quiet Hours'** and Camper/Guest will respect Camp's neighbors and reduce excess noise during 'Quiet Hours'. If excess noise continues into 'Quite Hours', the Camper/Guest will be given warning to quite down. Camper/Guest and/or camper guests who continue to generate excess noise as determined by Camp Staff will be removed from the property without refund.
23. Camper/Guest understands that National Forest Service **Law does NOT permit** the use of **equipment that generate amplified sound** such as stereos, loudspeakers, DJ equipment or excessively loud / amplified instruments (example: drums, electric guitar).
24. Camper/Guest understands that **smoking is not permitted** anywhere on or adjacent to the Camp site.
25. Camper/Guest understands that available vehicle **parking is limited** at Camp and Applicant(s) will do their part to organize available carpools for guest campers.
26. Camper/Guest understands hot water for showers is limited and agrees to inform guests/campers to take short showers when nessesary during large group visits.
27. Camper/Guest understands that Camp is located in a natural environment setting and is subject to Sierra weather conditions including snow and heavy rains. Camper/Guest acknowledges that it is their responsibility to **understand weather reports** and be prepared for unexpected weather conditions and its affect such as ground flooding and power outages.
28. Camper/Guest staying at Camp shall not arrive on site before designated check-in time and all guests and/or groups shall be completely checked-out and off site by designated check-out time.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT**

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations are set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees, including Camp Sylvester and any related individual employee or agent thereof, in the terms set out above. I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## RELEASE

This Release (the "Release") is executed on Friday April 22, 2022 ("Effective Date") by \_\_\_\_\_ ("Visitor") (collectively, the "Parties"). Visitor desires to come upon real property owned by Sierra Pacific Industries ("SPI") and located in Mi-Wuk Village, Tuolumne County, California (Mi-Wuk Shaded Fuel Break) (the "Property"), during the time period of 10:00 am through 5:00 pm (the "Access Period"), during which time Visitor intends to Visit the Property (the "Activity").

1. **Recreational Use.** Visitor understands and agrees to all of the following: (a) the Activity constitutes a "recreational purpose" under California Civil Code Section 846 and that Visitor is a recreational user under such code section; (b) Visitor is entering into this Release voluntarily; and (c) SPI is giving Visitor permission to come upon the Property and perform the Activity, and that SPI does not expressly invite and has not in the past expressly invited Visitor, and nothing in this Release shall be construed to constitute an invitation by SPI, to visit or come onto the Property.

2. **Inspection of Premises; Waiver; Assumption of Risk.** In consideration of being permitted to enter into, about and upon the Property for any purpose, Visitor hereby acknowledges, agrees and represents that Visitor has inspected the Property and all facilities and equipment thereon, and that Visitor finds and accepts same as being safe and reasonably suited for the purposes of Visitor or that Visitor will inspect the Property and all facilities and equipment thereon immediately upon entering the Property and that Visitor will find and accept same as being safe and reasonably suited for the purposes of Visitor prior to Visitor's and such other persons' use of the Property and any facilities or equipment thereon for any purpose. Visitor acknowledges and understands that the Property is the site of an industrial manufacturing facility or a timber production or timber harvest site on and around which may be operated or exist substantial amounts of heavy equipment, catwalks, moving conveyors, saw lines and similar industrial manufacturing or timber production or harvesting equipment. Visitor further acknowledges and understands that there are inherent dangers in industrial facilities used to manufacture lumber or lumber products and in forests managed for timber production and Visitor may wish to learn more about these hazards before entering upon the Property or Visitor may wish to decline to enter upon the Property as a means of eliminating any risks associated with such an entry.

In further consideration of being permitted to enter into, about and upon the Property for any purpose, Visitor hereby agrees to release, waive, discharge and covenant not to sue SPI, its parents, affiliates and subsidiary companies and their respective directors, officers, employees and agents ("Releasees") for any and all liability to Visitor and his or her successors, assigns, personal representatives, heirs, next of kin, executors and trustees for any damages, loss, costs or expenses, and any claims, demands or suits therefore, on account of bodily injury, sickness, disease or death, or injury to or destruction of property, whether caused by the acts, failures to act, or other conduct of the Releasees or otherwise, while Visitor is in, upon or about the Property or using any facilities or equipment thereon. Visitor waives all rights under Section 1542 of the California Civil Code, which provides as follows:

GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Visitor hereby assumes full responsibility for and risk of bodily injury, sickness, disease or death, or injury to or destruction of property, whether caused by the acts, failures to act or other conduct of Releasees or otherwise, while Visitor is in, about or upon the Property or using any facilities or equipment thereon.

3. **Insurance.** In the event any Visitor shall be operating a motor vehicle on SPI's Property in connection with the Activity, at all times during the Access Period, Visitor shall procure and maintain, at its own expense, automobile liability insurance in compliance with requirements of California law and shall present proof of such insurance coverage or financial responsibility to any SPI representative upon request. In the event Visitor is ever discovered to be operating a motor vehicle on SPI's Property without proof of such insurance, SPI may immediately revoke Visitor's permission to conduct the Activity on the Property by oral notice to Visitor.

4. **Compliance with Laws and Rules; Safety.** Visitor expressly understands and agrees that Visitor is responsible for abiding by and complying with all applicable federal, state, county, and local laws, rules, codes, regulations and ordinances. Visitor expressly understands and agrees that Visitor is responsible for abiding by all safety rules and procedures applicable to the Activity conducted on the Property.

5. **No Smoking or Tobacco Products.** No smoking or tobacco use is permitted on the Property at any time.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have hereunto set his/her hand and executed this Release upon the Effective Date.

**VISITOR**

**Printed Name:** \_\_\_\_\_

[FOR SIERRA PACIFIC INDUSTRIES USE ONLY:  
Activity Authorized By: \_\_\_\_\_ ]