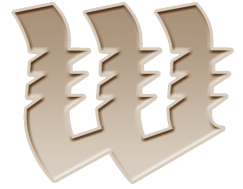


Windward Information Sheet/Waiver



Name _____

Date of Birth _____ Social Security # _____

In case of emergency, my nearest relative or friend is:

name

telephone

address

Please describe any condition (medical or psychological), we should know about, including any physical limitations, allergies, current medications, etc.:

GENERAL RELEASE OF LIABILITY

This agreement is between the Windward Foundation, Inc., the Windward Education and Research Center, Inc. and the above 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 also acknowledge the inherent dangers of these conditions and activities and have made a voluntary choice to reside at Windward and participate in activities 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 in these conditions and activities.

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

continues on reverse side

Windward
Education
& Research
Center

*a Washington State
501(c)(3) not-for-profit
corporation*

55 Windward Lane
Klickitat, WA 98628
windwardcenter.org
windward@gorge.net
509-360-2000

I also acknowledge that Windward is a transitional center and my residency is not predicated on the standard landlord-tenant laws of the State of Washington. Tenancy is by agreement between the parties and no application fees, deposits or credit checks were required. Windward can terminate my residency at any time for cause as determined by the Board of Directors of The Windward Foundation, and in such case I agree to vacate the premises immediately.

In the event that I leave any personal possessions behind, I agree to make arrangements to return within seven days to claim and remove those possessions, and furthermore that any items not reclaimed within that seven day period should be considered to have been donated to the Windward Center and may be utilized by the Center in which ever way the Center deems most appropriate. Any arrangements made between Windward and myself to store my personal property beyond the seven days shall be in writing and signed by myself and Windward's representative.

In the event of a dispute between the parties arising out of my participation in any Windward activity, I agree to work through The Windward Foundation'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 in accordance with the rules for commercial arbitration of the American Arbitration Association, with three arbitrators, at least two of whom must be members of Windward (one chosen by myself and the other by the other party, and the two of them to select the third). 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 and that 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.

signature *date*

FOR MINOR CHILDREN

It is acknowledged that parental signature binds both the parent and the minors (named below),
_____, to this agreement.
children's name(s)

parent signature *date*

WITNESS

IN WITNESS WHEREOF, and at the express request of the signatory, I have signed my hand this _____ day
of _____, 200____.

witness name