

Midge Murphy, JD, PhD, LLC
Midge Murphy
Certified Forest Therapy Guide
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Guided Forest Therapy Walk Participation & Release of Liability Agreement

Thank you for participating in guided forest therapy walk offered by Midge Murphy JD, PhD, LLC (the “Walk”) and guided by Midge Murphy, the sole member of Midge Murphy, JD, PhD, LLC (the “Guide”). By participating in the Walk, you agree to the following terms and conditions:

1. You understand that by participating in the Walk you will have the opportunity to experience what is called “Forest Therapy”. Forest Therapy is described as a relational practice that is intended to support participants health and wellness through guided immersions in forests and other natural environments to promote well-being of both participants and the land. Forest Therapy is inspired by the Japanese practice of Shinrin-Yoku, which translates to “forest bathing”.

2. The information presented during the Walk, including invitations, activities, and other materials is educational in nature and is provided only as general information and is not medical or psychological advice, diagnosis, or treatment.

3. You understand that the Walk is solely a learning opportunity for your personal health and wellness and is not to be used to diagnose, cure, treat, or prevent any medical or psychological problem nor is the Walk a substitute for seeking the services of licensed health care providers. You agree to seek professional advice as appropriate before making any health decisions.

4. You understand that although Forest Therapy uses the term “therapy” and Forest Therapy can result in “healing”, it is not to be construed that Forest Therapy is the practice of medicine, psychotherapy, or any other licensed health care practice. Rather, Forest Therapy is designed to support participants in guided walks through which they can encounter and embody the whole of who they are. Therefore, you understand there is a distinction between “healing” by participating in the Walk and the practice of medicine, psychotherapy, or any other licensed health care practice.

5. Although the Guide is a Certified Forest Therapy Guide from the Association of Nature and Forest Therapy Guides and Programs, she is not a psychotherapist, physician, or other licensed health care provider and her services are not licensed by the State of Oregon. Therefore, you understand that she is only offering her services as the Guide.

6. You agree and acknowledge that the Walk is an outdoor activity that takes place in a natural area (a forest) and it entails both known and unanticipated risks that can result in physical and/or emotional injury. These risks include, but are not limited to, slipping or falling, insect bites, falling objects, hazardous plant life, exhaustion, exposure to potentially dangerous wild animals, accidents, illnesses, weather extremes, remoteness from emergency services and medical facilities. It is also possible to experience some emotional distress and physical discomfort related to stressful or overwhelming experiences you may have had earlier in your life. You agree to promptly inform the Guide if you experience any emotional distress and/or physical discomfort during the Walk.

7. You acknowledge that your participation in the Walk is strictly voluntary, at your own risk, and that you freely choose to participate in the Walk. You agree to accept full and complete responsibility for your own actions while participating in the Walk. You further acknowledge that you are fully aware of the risks and hazards involved in participating in the Walk. Therefore, you agree to take full responsibility for any and all risks, injuries, damages, known or unknown, which you may incur as a result of your participation in the Walk. Also, you agree and understand that this Agreement is intended to be a complete unconditional release of liability and assumption of risk to the greatest extent permitted by law.

8. You represent and warrant that you do not have any physical, medical, mental, or emotional condition or disability that would prevent you from participating in the Walk. You agree to keep the Guide fully informed of any physical, medical, mental, or emotional condition or disability that would prevent or limit you from participating in the Walk.

9. You understand that neither Midge Murphy, JD, PhD, LLC nor the Guide make any warranty, guarantee, or prediction regarding any particular outcome you may experience by participating in the Walk. You represent that you are competent and able to understand the nature and consequences of participating in the Walk and that that you have been given the opportunity to ask questions regarding any aspect of this Agreement. Further, you represent that you are an adult under the laws of the state of your residence and you have the right to enter into this Agreement.

10. This Agreement constitutes the entire agreement between the parties and may not be amended or altered unless said amendment or alteration is executed by the parties in writing. Any and all matters in dispute between the parties to this Agreement, whether arising from or relating to this Agreement itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to this Agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the contract, shall be governed by, construed, and enforced in accordance with the laws of State of Oregon, without regard to conflicts of law doctrines and regardless of the legal theory upon which such matter is asserted. This Agreement shall be binding upon you, your heir(s), and legal representative(s).

By participating in the Walk, you acknowledge that you have carefully and completely read and fully understand all aspects of this Agreement. For good and valuable consideration, the receipt of which is hereby acknowledged, you, your heir(s) and legal representative(s) agree to forever, fully release, defend, and hold harmless, Midge Murphy, JD, PhD, LLC, its owner(s), member(s), employees, representatives, volunteers, and others associated with Midge Murphy, JD, PhD, LLC from any and all claims or liability, of whatsoever kind or nature, and for any loss, damage, or injury, including without limitation, physical, emotional, mental, or personal arising at any time as a result of your voluntary decision to participate in the Walk.

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