

Mountain Home Canoe Club, Portland OR

Assumption of Risk and Release of Liability Agreement

NAME: _____ DOB: (month/day/year) _____

Name of Guardian if under 18 (print): _____

STREET/CITY/STATE/ZIP: _____ PHONE: _____

EMAIL: _____ Emergency Contact: _____ Phone: _____

I, the above-named person, being above age 18, or the legal guardian of the above-named person who is under age 18, in consideration of being allowed to participate in outrigger canoe activities sponsored by the Mountain Home Canoe Club (hereinafter MHCC) hereby acknowledge, agree, promise and covenant with MHCC on behalf of myself, the referenced minor child, our heirs, assigns, personal representatives and estates, as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS: I understand and acknowledge that in participating in activities sponsored by MHCC, I am exposing myself, or the minor child named above, other participants, and/ or third parties, to certain risks and dangers including, but not limited to, physical injury, death, illness, disease, emotional distress, loss of income, medical and/ or funeral expenses, and/ or damage to our property.

I understand that these risks of damage are inherent risks of participating in outrigger canoe activities for a number of reasons, including but not limited to, the nature of the activities themselves; the training, acts, omissions, recommendations or advice given by the MHCC representatives, its agents, employees or any other persons or entities concerning outrigger canoe activities; latent or apparent defects or conditions in the canoes and other equipment supplied by MHCC; use or operation, by myself or others, of canoes and/ or other equipment; acts of other participants or guests of MHCC or other persons; weather conditions; the physical condition of myself or the referenced minor child, or my/our own acts or omissions; first aid emergency treatment or other services rendered by MHCC, its employees or agents; and consumption of food or drink. I understand and acknowledge the above list of reasons is not complete or exhaustive.

I accept and assume all risks of participating in activities sponsored by MHCC including but not limited to physical injury, death, illness, disease, emotional distress, loss of income, medical and/ or funeral expenses, and/ or damage to property. I acknowledge and agree that participation in these activities by me or any referenced minor child is purely voluntary, no one is forcing me/us to participate in spite of the risks.

WARRANTY OF PHYSICAL AND MENTAL CONDITION: I certify that neither I, nor any minor child I allow to participate in these activities, have any medical or physical condition which will expose me/us, or third parties participating in the activities to risk of illness, injury, or death, or loss of property. I understand that MHCC will not make any special arrangements to maintain my/our health while participating in activities sponsored by MHCC, and I assume the responsibility for myself.

RELEASE: I hereby voluntarily release and forever discharge MHCC, its agents, employees, or all other persons or entities associated with it, including other participants, from any and all liability, claims, demands, actions or causes of action, including those for any and all injury, death illness, disease, or damage to myself or to my property, and/or for any and all injury, death, illness, disease, or damage to any minor child on whose behalf I sign this document, which are related to, arise out of, or are in any way connected with my/such child's participation in the above-referenced activities, including but not limited to those arising from any negligent or reckless acts or omissions, strict liability, or breach of contract of MHCC, its agents or employees, and all other persons or entities associated with it, or latent or apparent defects in equipment and facilities owned by MHCC or its members.

I further agree, promise and covenant to hold harmless and indemnify MHCC, its agents, employees, and all other persons or entities associated with it, for any injury, death, illness, or disease, or damage to myself or to my property, or to any minor child on whose behalf I sign this release, which arises from or is connected with my/such child's participation in the above-referenced activities, or from any claim asserted against me by spectators, or the above referenced minor child by guests or other third parties. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE, INCLUDING MYSELF, IS HURT OR ANY PROPERTY IS DAMAGED WHILE I AM PARTICIPATING IN THE ABOVE REFERENCED ACTIVITIES, THAT I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST MHCC, ITS OFFICERS, AGENTS, EMPLOYEES OR MEMBERS, EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE. I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT I AM GIVING UP CERTAIN LEGAL RIGHTS AND CLAIMS WHICH MIGHT OTHERWISE ASSERT OR MAINTAIN AGAINST THE AFORMENTIONED PARTIES RELEASED HEREIN.

My signature below indicates that I have read this entire document, understand it completely and agree to be bound by its terms.

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| Signature: _____ — | Date: _____, 2021 |
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Signature of Participant, or Parent/Legal Guardian if participant is under 18 year of age