

2018 Oregon Senior Games Participant Waiver

In consideration of my participation in the 2018 Oregon Senior Games ("The Games") - hosted by Visit Bend and produced by Lay It Out Events, I agree to assume the risks incidental to such participation (which include, but are not limited to, property damage, bodily injury and death) and on my own behalf and on behalf of my heirs, executors and administrators RELEASE AND FOREVER DISCHARGE the "released parties" of and from all liabilities, claims, actions, damages, costs or expenses of any nature arising out of or in any way connected with my participation in The Games and further agree to indemnify and hold each of the released parties harmless against any and all such liabilities, claims, actions, damages, costs or expenses including, but not limited to, all attorneys' fees and disbursements.

Participant understands and agrees that activities associated with The Games may be dangerous and that the Oregon Senior Games and Lay It Out Events cannot guarantee the safety of the Participant. Any activities Participant may take part in, whether as a component of The Games or separate from it, will be considered to have been undertaken with Participant's approval and understanding of any and all risks involved.

The "released parties" are the Oregon Senior Games, Visit Bend, Lay It Out Events, related and affiliated companies, and the trustees, officers, directors, employees, faculty, students, agents, representatives, volunteers, sponsors, and venues, and the successors and assigns of each of the foregoing entities. I understand that this release, indemnity and hold harmless agreement includes any claims based on negligence, action, inaction or fault of any of the released parties and covers bodily injury (including death) and property damage related to my participation in The Games, whether suffered by me before, during or after such participation. This release agreement shall be construed to be as comprehensive as is allowed by law, as severable, the invalidity of any portion of which shall not affect any other portion; and shall not establish a legal or other relationship between or among the persons released by this agreement.

DECLARATION OF FITNESS AND AUTHORIZATION FOR MEDICAL TREATMENT:

I declare that I am physically fit and have the skill level required to participate in The Games and in my particular event(s). I further authorize the Oregon Senior Games and their agents to provide me with medical treatment (including transportation to receive medical treatment) at my cost if the need arises.

GRANT OF RIGHTS:

I further grant the Oregon Senior Games, their sponsors and marketing partners, as well as the media and others to whom the Oregon Senior Games grant such rights, the right to photograph, videotape and/or otherwise record me and my performance and further to use my name, face, likeness, voice, appearance, and personal data for any purpose including, but not limited to, exhibitions, publicity, advertising and promotional materials without reservation, limitation or compensation. Said parties are, however, under no obligation to exercise the rights set forth in this paragraph.

CANCELLATION OF GAMES:

Participant understands that the Oregon Senior Games reserves the right to cancel or modify The Games for any reason. **CHOICE OF LAW AND CHOICE OF FORUM:**

This agreement shall be governed by the internal laws of the State of Oregon without regard to conflicts of laws principles, and any legal action relating to or arising out of this Agreement shall be commenced and maintained in the state or federal courts located in Oregon. The parties hereto consent to the exclusive jurisdiction of such courts and to service of process outside of the State of Oregon, and participant waives all defenses of lack of personal jurisdiction, venue and forum non conveniens.

The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. This release is the only, sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

Participant's signature is required to complete the registration process and further indicates that the information on this form is accurate. Alteration of the form is not permitted.

Participant acknowledges that she/he has read this release and that she/he understands its meaning and effect.

Participant Printed Name _____

Participant Signature _____ Date _____