

OKCC RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT Signing affects your legal rights: Read ENTIRE DOCUMENT, 2 pages, before signing. The document ends with "END OF DOCUMENT."

In consideration of the permission to participate in OKCC activities, I agree to the terms contained herein.

1. ACTIVITIES AND ASSOCIATED RISKS: I have chosen to voluntarily participate in NON-MOTORIZED WATERSPORTS AND EVENTS ("Activities") sponsored by Oregon Kayak and Canoe Club ("OKCC") and Paddlesport Risk Management, LLC (PRM) as risk program administrators. I understand that these Activities involve risks and that I may be exposed to dangers and hazards, including, but not limited to, the following: drowning, striking objects or debris inside or outside the boat, contact with other boats, dangerous water conditions, equipment failures, and the ordinary negligence of others. As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries and my property may be damaged. Furthermore, OKCC shall have no responsibility for me before and/or after Activities, including any method of transportation to and from a paddling trip. I also understand hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during Activities. Therefore, OKCC assumes no responsibility for providing medical care during the Activities and I will pay all costs for any medical care and/or evacuation.

2. ASSUMPTION OF THE RISKS: I hereby freely assume the inherent and all other risks described above and any harm, injury, death or loss, known or unknown, that may occur to me or my property as a result of my participation in the OKCC and its Activities or during any transportation to or from OKCC Activities including any loss, injury or death caused by the ordinary negligence of OKCC or their employees, officers, board members, agents, contractors, and/or other Activity participants. I also understand that any equipment that I provide or borrow from OKCC or any other provider I use at my own risk and that any such equipment is provided "AS IS" without any warranty about its condition or suitability. I am not under the influence of any substances that impair my physical abilities or increase the risk of accidents.

3. RELEASE OF LIABILITY: I hereby **RELEASE OKCC**, its members, employees, contractors, agents, officers, board members, directors and trustees, the providers of any equipment used in OKCC Activities, other Activity participants, municipal or governmental providers of use permits, governmental agencies, and their respective employees, officers, directors ("Released Parties") **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS, AND DEMANDS that arise in any way from any injury, illness, disability, death, loss, emotional distress or harm that occurs to me**, to any other person or to any property during OKCC Activities or in any way related to the Activities, including during transportation to or from the Activities. This release includes claims based upon the ordinary negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that Oregon law does not permit to be excluded by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injury, loss, or harm that occurs during or results from the Activities.

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE: I promise to **INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties** (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own ordinary negligence. I also promise to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties against any and all claims for my acts and omissions, and any other claim arising from my participation or conduct in the OKCC and its Activities. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator, or guardian will be obligated to respect and enforce them.

5. RESPONSIBILITY FOR OWN SAFETY: I understand that even though OKCC leaders, officers, or other participants may provide guidance during the course of an OKCC Activity, I am responsible at all times for my own safety by deciding what actions I take. The OKCC or other Activity participants assume no responsibility for my decisions or choices while participating in the OKCC and its Activities. **OKCC's insurance does not cover Class 4+ or higher river sections. OKCC uses American Whitewater's classification of difficulty (www.americanwhitewater.org), and I will refer to their website when participating in OKCC trips. All OKCC members and guests are required to know which trips exceed class 4. OKCC Members and guests on OKCC trips MUST portage those rapids or waterfalls exceeding class 4.**

6. INDEPENDENT CONTRACTORS: I acknowledge that OKCC has no control over and does not assume any responsibility for any independent contractors providing any services or access for the Activities.

7. SEVERABILITY: I acknowledge that this agreement is an enforceable release of liability and indemnity and is intended to be as broad and inclusive as is permitted by Oregon law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

8. APPLICABLE LAW, FORUM & ATTORNEY'S FEES: This agreement is governed by and shall be construed in accordance with the laws of the state of Oregon, without any reference to its choice of law rules. I agree that any dispute arising from this agreement or in any way associated with the Activities shall be brought only in the state or federal courts of Multnomah, Washington, or Clackamas County, Oregon, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will be reimbursed for all attorney's fees and costs incurred in the enforcement of this agreement.

RETURN THIS SECTION/PAGE WITH SIGNED PARTICIPANT SIGNATURE PAGE

**OKCC RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT:
PARTICIPANT SIGNATURE PAGE**

I have read the entire OKCC RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT.

In consideration of being permitted to participate in OKCC Activities, I accept and agree to the full contents of the agreement. I also agree to RELEASE, HOLD HARMLESS, INDEMNIFY, AND DEFEND the Released Parties (defined in Section 3 of the agreement) from all liabilities and claims that arise in any way from any injury, death, loss, or harm that occurs to me during OKCC Activities and participation or in any way related to the Activities. This includes any claim arising from the ordinary negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims for gross negligence, intentional, or reckless misconduct, or any other liabilities that Oregon law does not permit to be excluded by agreement.

I also recognize that this waiver shall be broadly construed in favor of protection from liability, as participants and club members are mutually relinquishing possible claims in exchange for protection. This protection from liability extends to guests who have signed the club's waiver. Only formal action at a club meeting can relax the liability limits. As a complete, unconditional lifetime release of all liability even if an OKCC member's membership lapses, this waiver's limits apply to members even on private boating trips and after membership is discontinued, unless the persons involved agree otherwise.

NAME – PRINT

SIGNATURE

DATE

NAME – PRINT	SIGNATURE	DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FOR PARENTS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION) This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Parent/Legal Guardian Name: (PRINT) _____

Address: _____ Emergency Phone # _____

Signature of Parent/Legal Guardian: _____ Date: _____

This waiver can be used either by a GUEST to participate in an OKCC activity or for MEMBERSHIP. If joining the OKCC, use our online membership application system at: <https://www.okcc.org/membership/> to enter member information and to pay online. ANNUAL DUES are \$30 single or \$40 per household. Membership expires a year after payment is received, or a year after your current expiration date, whichever is later. Joining the OKCC qualifies you for a discounted membership in American Whitewater www.americanwhitewater.org When joining OKCC be sure to mail this waiver (both pages). If not paying online, preferred, include a check made out to "OKCC Inc" for \$30 individual or \$40 household.