

Mountain Home Canoe Club; Portland, OR

Assumption of Risk and Release of Liability Agreement

Print Name: _____ Date of Birth: ____/____/____

Print Name of Guardian, if under 18: _____

Address: _____ Phone: (_____) _____ - _____

Email: _____

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

ACKNOWLEDGEMENT 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 my 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 of 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 our property. I acknowledge and agree that in participating in these activities by me or any reference minor child is purely voluntary, no one is forcing me/us to participate, and I/we elect to participate in spite of the risks.

WARRANTY OF PHYSICAL AND MENTAL CONDITION: I certify that neither myself 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 arrangement 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, and all other persons or entities associated with it, including other participants, from any and all liability, claims, demands, actions or causes of action, including these for any and all injury, death, illness or disease, or damage to myself or to my property, and/or for any and all injury, death, illness or 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 an negligent or reckless acts or omission, strict liability, or breach of contract of MHCC, it's agents or employees, and all other persons or entities associated with it, or latent or apparent defect 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, or 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 reference 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 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 AFOREMENTIONED PARTIES RELEASED HEREIN.

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

Signature: _____ Date: ____/____/____

Signature of Participant, or Parent or Legal Guardian if participant is under 18 years of age