

**ASSUMPTION OF THE RISK
AND WAIVER OF LIABILITY AGREEMENT**

**PLEASE READ CAREFULLY! THIS DOCUMENT WAIVES CERTAIN LEGAL RIGHTS,
INCLUDING CLAIMS FOR DAMAGES**

PARTICIPANT: _____ (“Participant”)

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DATE OF BIRTH: _____ (mo/day/year)

PARENT OR LEGAL GUARDIAN

(if participant is under 18 years of age): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

THIS ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY AGREEMENT (the “Agreement”) is executed by the Participant above, and, if applicable, his/her parent or legal guardian, in favor of Linfield College, an Oregon nonprofit (the “College”).

The undersigned are aware and understand that Participant will be participating in a program (including volunteer activities), run by the McMinnville Track Club, on property owned by the College (the “Program”). Linfield College is not responsible for and does not control the actions of the McMinnville Track Club or its employees or volunteers. The undersigned understand that participation in the Program carries certain hazards and risks, include the potential for serious bodily injury or death that may arise from the inherent nature of these activities, and/or the actions of others involved in the Program. These risks include, but are not limited to, hazardous and unpredictable weather conditions or other acts of nature, mechanical malfunction or equipment failures, acts or omissions of third parties, accidents caused by a variety of human factors, and medical conditions of the participant—whether any of these acts, conditions, or risks are foreseeable, obvious or hidden, or through negligence, acts or omissions of any kind;

NOW, THEREFORE, in consideration of Participant being permitted to participate in the Program, which makes use of the College’s facilities, the undersigned intending to be legally bound agrees as follows:

1. The undersigned understand that participation in the Program entails inherent risks of physical injury, including but not limited to the risks identified above, and agree to assume any and all risks of participation in any part of the Program, and freely and voluntarily choose to participate in these activities with full knowledge of these risks;
2. I/we release and waive all claims I/we may have against the College and its trustees, officers, directors, employees, agents, employees and all other persons associated with the College (collectively, the “Released Parties”) for injury, death, loss and any and all damages that Participant may sustain or suffer of any kind – **including those caused by the acts or omissions of the**

Released Parties, including negligent acts or omissions, other than those caused by the Released Parties' intentional misconduct – arising out of participation in any part of the Program. This waiver extends to claims which the undersigned does not know of, or suspect, at the time of the execution of this Agreement.

3. The undersigned agree to defend, indemnify, and hold harmless the Released Parties from any and all claims, lawsuits, causes of action, liability, costs or expense of any kind, including attorney fees, arising out of any injury, death, loss or other damages that Participant may sustain or suffer of any kind associated in any way with Participant's participation in any part of the Program, even if such injury, death, loss or damage is the result of acts or omissions on the part of any or all of the Released Parties, or from any other cause, other than the intentional misconduct of a Released Party. The parent or legal guardian of any minor named above hereby expressly agrees to defend, indemnify, and hold harmless the Released Parties from any and all claims, lawsuits, causes of action, liability, costs or expense of any kind, including attorney fees, which Released Parties may incur as a result of a claim, lawsuit or demand made by said minor against Released Parties, to include but not be limited to any such lawsuit, claim, or demand asserted against Released Parties after said minor reaches the age of majority.

4. The undersigned agree not to sue or initiate or be a party to any claim, lawsuit, or demand, prosecution, or action of law for any damages, relief, or compensation, which I/we may have by reason of injury, death, or loss of any kind associated with of Participant's participation in any part of the Program.

5. This Agreement shall be effective and fully binding upon my estate, family, and assigns in the event of my death.

6. If any part of this Agreement is determined to be unenforceable, such a determination shall not affect the enforceability of the remaining provisions, and I agree to indemnify and defend each Released Party against Claims arising from the Program that are not released as a result of the unenforceability of this release of claims.

7. This Agreement shall be governed by and construed under the laws of Oregon. I agree that any legal action or proceeding relating to this Agreement, or arising out of any injury, death, or loss as a result of my participation in any part of the Program, shall exclusively be brought in Yamhill County Circuit Court, located in McMinnville, Oregon.

Each of the undersigned fully accepts the contents and conditions of this Agreement and agrees to them by signing voluntarily below. We are aware that by signing this Agreement that we are waiving certain legal rights which I or my heirs, next of kin, executors, administrators, legal representatives, and assigns may have against the Released Parties.

PARTICIPANT:

PARENT OR LEGAL GUARDIAN:

Signature

Signature

Printed Name

Printed Name

Date:

Date: