

# WEST LINN ARTS FESTIVAL

## 2010 WAIVER AND RELEASE OF LIABILITY

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING.**

I/We, the undersigned, in consideration of being allowed to participate in any way in any activities conducted in conjunction with the above described event, do hereby state, agree, and acknowledge that I/We:

Are aware that all activities relating to participating in such event may inherently include and/or give rise to certain hazards, including, without limitation, the risk of serious injury, permanent disability, death, and severe social and economic losses, all of which could result from the actions, inactions or negligence of myself, other participants, and/or from the rules of participation, the condition of roads, walkways, and adjoining lands and structures, and/or of any equipment used. I further acknowledge that there are additional risks which are not known to us and/or are not reasonably foreseeable at this time.

Agree that, prior to participating in any activity associated with the above described event, that I will inspect all property, lands, buildings, vehicles, equipment, facilities and premises to be used, and that I will refuse to participate in any activity associated with the above described event if I believe anything is unsafe. I further agree that prior to participating in any activity associated with the above described event that I will advise my peers and any supervisor, coordinator, leader, instructor, chaperone, and/or any other such related individual, regarding any existing and/or special medical conditions which could or would negatively affect my health and/or well-being immediately prior to, during or following any activity associated with the above described event.

Expressly assume all of the foregoing risks and accept personal responsibility for the damages following any such injury, temporary disability, permanent disability or death.

Agree that I will wear and use proper gear and equipment to protect my person and agree to abide by all safety rules, requirements and recommendations established and declared by the organizers or hosts of said event, and/or by the owners of any property upon which the event is held, and/or any individual or entity overseeing any activity associated with the above described event on the subject property.

Do hereby release, waive, discharge and covenant not to sue, claim against, attach property of or prosecute the hosts or organizers associated with the above described event and/or the owners of the subject property and/or any of their agents, family members, affiliates, directors, officers, employees, shareholders, leaders, instructors, contractors, members, volunteers, and, if applicable, lessors of the subject premises upon which activities are being conducted, all of which are hereinafter referred to as "releasees," for any and all injuries, losses or death caused by or resulting from my participation in any activity upon the subject premises whether resulting from the actions, inactions and/or negligence of such individuals and/or resulting from the hidden, latent, or obvious defects and/or hazards on the subject premises, and/or with any gear or equipment used during my participation in the activities conducted upon the subject premises.

Acknowledge and agree that this Waiver and Release shall apply to my heirs, next of kin, agents and assigns.

Am over the age of 18 years and fully understand the contents of this Waiver and Release of Liability. I am aware that this is a release of liability and a contract between the releasees and I, and I will sign it of my own free will.

**THE UNDERSIGNED HAS/HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.**

Signature of Participant: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_

Address of Participant: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_