



CHILDREN'S REPERTORY OF OREGON WORKSHOPS

Full Assumption Of Risk And Release Of Liability Related To Participation In Activities Form

READ CAREFULLY BEFORE SIGNING. THIS FULL RELEASE IS AN ENFORCEABLE CONTRACT BETWEEN YOU AND CHILDREN'S REPERTORY OF OREGON WORKSHOPS ("CROW"). AN OREGON NONPROFIT CORPORATION WITH 501(C)(3) STATUS. IT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. THIS FULL RELEASE COVERS ALL ACTIVITIES YOU PARTICIPATE IN FROM THE DATE YOU SIGN BELOW UNTIL THE END OF THE CALENDAR YEAR IN WHICH YOUR PARTICIPATION TAKES PLACE.

In consideration of being allowed to learn from and participate in any of the activities and/or programs (collectively "Activities") sponsored by CROW, you acknowledge and agree as follows:

I. POTENTIAL RISKS. Participation in Activities involves risks. It is not possible to compile a complete listing of the risks. However, they include the possibility that you may suffer serious, even fatal, injury or illness, although the nature of these activities makes such injury or death unlikely. By signing this form, you acknowledge that you understand that there could be dangers involved in the Activities you will be participating in, including, but not limited to:

- Minor injuries such as scratches, bruises, strains, muscle-pulls, and sprains
- Major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, broken bones, and concussions
- Insect bites, parasites, and other diseases
- Catastrophic injuries including paralysis and death
- Loss of consciousness, fainting, etc.
- Illness such as colds, flus, or other transmittable infections
- Contracting COVID-19 and/or any other dangerous viruses.

II. YOU ASSUME ALL RISKS. You acknowledge that you voluntarily, knowingly, and freely assume, and take full responsibility for all risks, known and unknown, related to your participation in Activities, and you further acknowledge that you are entirely responsible for deciding whether to participate in any Activities with CROW and for deciding in which Activities you can safely participate.

III. YOU RELEASE ALL CLAIMS AGAINST CROW AND THE PERSONS LISTED IN PARAGRAPH IV. You hereby agree for yourself and for your heirs, relatives, representatives, estate, agents, and assigns, that you will not hold liable CROW, or any of the persons listed in Paragraph IV below, and that you will waive and release any claims, demands, or actions against them, for any damages to, or loss of, your property, or for your injury or death, which results from or arises in connection with any of the Activities of CROW including as a result of negligence by CROW or any of the persons listed in Paragraph IV other than that which results from gross negligence, wanton or willful misconduct, or reckless or intentional conduct. You understand that this waiver includes a waiver of liability for acts of negligence. In addition, you agree to indemnify CROW and the persons listed in Paragraph IV for any claims made against them, on your behalf or otherwise, as a result of any damage to, or loss of, your property or as a result of your injury or death resulting from or arising in connection with the Activities of CROW including as a result of negligence by CROW or any of the persons listed in Paragraph IV other than that which occurs as a result of gross negligence, wanton or willful misconduct, or reckless or intentional conduct. In addition, persons listed in Paragraph IV shall not be liable for any injury or loss that occurs while traveling to or from CROW Activities, or from place to place during CROW Activities, whether by CROW's vehicle, your vehicle, or another participant's vehicle, including as a result of negligence by CROW or any of the persons listed in Paragraph IV other than that which results from gross negligence, wanton or willful misconduct, or reckless or intentional conduct.

IV. THE FOLLOWING ORGANIZATIONS AND PERSONS ARE COVERED BY THIS FULL RELEASE. The persons and organizations covered by this Full Release include: CROW and its directors, officers, members, staff, employees, volunteers, agents and representatives, and any others who participate in the Activities of CROW, or who volunteer for, or perform work for, CROW.

V. IF YOU ARE A PARENT OR LEGAL GUARDIAN OF ANY PARTICIPANT WHO IS YOUNGER THAN 18 ("CHILD"), YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS ON BEHALF OF YOUR CHILD. If you are the parent or legal guardian of a Child, YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS on behalf of your Child and your Child's heirs, assigns, personal representatives, and next of kin in the same way and to the same extent as you do for yourself in this



Full Release. Further, wherever the terms “I,” “me,” “my,” “myself,” “you,” or “your,” are used in this Full Release, those terms shall be interpreted to cover the Child participant for whom you are signing.

VI. IF YOU CAUSE DAMAGE TO ANY ACTIVITY SITE, YOU AGREE TO PAY FOR ITS REPAIR. If you cause damage to the Activity site (including damage to a building structure, equipment, or natural features such as trees and slopes), regardless of what entity or individual owns the Activity site, you agree that you will pay all costs and expenses associated with its repair or replacement (“Repair Costs”), including the costs of collection of the Repair Costs, which may include court costs and attorneys’ fees.

VII. SUFFICIENT REVIEW. By signing this Release, you attest that you have had sufficient time to read this entire document and consult with legal counsel prior to signing, should you choose to. You understand that this activity may not be made available to you if you choose not to sign this Release.

VIII. SEVERABILITY. If any provision of this Full Release, or the application of a provision to any person or circumstance, is held invalid, the remainder of this Full Release, or the application of that provision to other persons or circumstances, must not be affected thereby.

IX. GOVERNING LAW. This Full Release shall be interpreted according to the laws of the State of Oregon, and the parties’ consent to the personal jurisdiction of the Lane County Circuit Court in the State of Oregon. Nothing in this article shall preclude the parties from attempting to resolve conflicts through mediation or arbitration.

THIS FULL RELEASE IS INTENDED TO PROTECT THE PARTIES IN PARAGRAPH IV FROM LIABILITY FOR INJURIES TO YOU, YOUR CHILDREN, AND YOUR PROPERTY TO THE MAXIMUM EXTENT ALLOWED BY OREGON LAW.

Digital signature indicates that the participant or participant’s family (if participant is a minor) has/have read this Full Release and understand its terms. This Full Release is executed freely and voluntarily, with full understanding that the undersigned is/are giving up substantial legal rights.