

## ADULT WAIVER AND RELEASE AGREEMENT

Volunteer's Name: \_\_\_\_\_ ("Volunteer")

Volunteer's Address: \_\_\_\_\_

Volunteer's Telephone Number: \_\_\_\_\_

Program/Event: \_\_\_\_\_ (the "Event")

I, Volunteer, execute this Adult Waiver and Release Agreement (this "Agreement") for myself and my personal representatives, heirs, spouse, parents, siblings, and children in consideration of being permitted to participate in the Event as a volunteer, which Event is sponsored by or otherwise affiliated with the City of Madras, an Oregon municipal corporation ("City"). I have had the opportunity to ask questions and receive answers concerning the Event. I have reviewed any and all information and documentation concerning the Event, including, without limitation, the Adopt-A-Trial Program Agreement (and all exhibits thereto) and any responsibilities, rules, and safety requirements concerning the Event. I will perform and comply with all Event responsibilities, rules, and safety requirements.

I understand that my participation in the Event is on an uncompensated, voluntary basis, and at City's sole discretion. I understand that I am not a City employee and that I will not be covered by City's workers' compensation insurance. I understand the nature of the Event and I have taken all necessary precautions to be certain that I am in proper condition to participate in the Event. I understand that participation in the Event may bear certain risks and hazards which could result in injury, death, illness, and/or damage to me, my property, and/or third-parties. I HEREBY KNOWINGLY, FREELY, AND EXPRESSLY AGREE TO ACCEPT AND ASSUME ALL SUCH RISKS, whether known or unknown.

To the fullest extent permitted by applicable law, I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify City and all Event sponsors, participants, and volunteers, and all present and future officers, shareholders, members, managers, board members, employees, agents, assignees, partners, contractors, and representatives of each of the foregoing persons and/or entities (individually a "Released Party" and collectively "Released Parties"), for, from, and against any and all liabilities, damages, claims, demands, proceedings, actions, and expenses of every kind, including, without limitation, attorney fees (collectively, "Damages"), whether at law or in equity, which may arise directly or indirectly in connection with my participation in the Event and/or the negligence of any Released Party, including, without limitation, (a) any and all Damages for which I may be liable to others, and/or (b) any and all Damages against any Released Party for any injury, illness, or death to me and/or damages to my property.

I AGREE AND UNDERSTAND THAT THIS AGREEMENT WILL EXTEND TO ALL CLAIMED WRONGFUL ACTS OF THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF ANY RELEASED PARTY.

This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Jefferson County, Oregon. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.

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By signing below, I represent that I have read, fully understand, and agree to the above provisions and I acknowledge that City is relying on such understanding and agreement in permitting me to participate in the Event.

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Dated