



CITY OF TIGARD, OREGON
ACKNOWLEDGEMENT AND RELEASE OF LIABILITY

I, _____, request authorization to participate in a City of Tigard event. I acknowledge that participation by me is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. As the participant, I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any and all injuries (including death), mental distress damages, or property damage or loss which I may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with this activity. I acknowledge that participation in this activity is completely voluntary.

2. I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

3. **I HEREBY FULLY RELEASE AND DISCHARGE THE CITY OF TIGARD, ITS EMPLOYEES, OFFICERS, OFFICIALS, VOLUNTEERS, AGENTS AND INSURERS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM ANY AND ALL LIABILITY, CLAIMS, AND CAUSES OF ACTION FROM INJURIES OR ILLNESS (INCLUDING DEATH), DAMAGES OR LOSS WHICH I MAY HAVE OR WHICH MAY ACCRUE TO ME ON ACCOUNT OF PARTICIPATION IN THIS ACTIVITY. THIS RELEASE INCLUDES BY WAY OF EXAMPLE AND NOT LIMITATION, ANY RISKS THAT MAY ARISE FROM NEGLIGENCE OR CARELESSNESS ON THE PART OF THE RELEASED PARTIES, FROM DANGEROUS OR DEFECTIVE EQUIPMENT OR PROPERTY OWNED, MAINTAINED, OR CONTROLLED BY THE RELEASED PARTIES.**

4. I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys’ fees, sustained by me or caused by me, arising out of, connected with, or in any way associated with my participation in this activity.

5. I have been provided with any applicable rules, or rules have been made available to me, which govern my conduct at this activity and I agree to abide by those rules.

6. Any photograph or videotape taken of me by the City of Tigard may be used in various ways for outreach, education and documentation purposes, without compensation. This use could be in a brochure, shown at a public meeting, shown at a cable-aired meeting, provided as “snapshots” of events in the City Library Lobby, on the City’s website and in many other venues.

I have read and fully understand this Acknowledgement and Release of Liability set forth above, including that I am releasing claims for the negligence of the Released Parties. I am 18 years old or older. This document is binding upon me and my heirs, executors, administrators, successors, assigns and anyone else entitled to act on my behalf.

Signature: _____ Date: _____



CITY OF TIGARD, OREGON

ACKNOWLEDGEMENT AND RELEASE OF LIABILITY (UNDER 18)

I, _____, request authorization

for _____, my child/ward, to participate in a City of Tigard event. I acknowledge that participation by my child/ward is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. I recognize and acknowledge that there are risks of physical injury and I agree to assume the full risk of any and all injuries (including death), mental distress damages, or property damage or loss which my child/ward may sustain as a result of participating in any and all activities arising out of, connected with, or in any way associated with this activity. I acknowledge that participation in this activity is completely voluntary.

2. I certify that my child/ward is physically fit, has sufficiently prepared or trained for participation in this activity, and has not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my child's/ward's participation in this activity.

3. **I HEREBY FULLY RELEASE AND DISCHARGE THE CITY OF TIGARD, ITS EMPLOYEES, OFFICERS, OFFICIALS, VOLUNTEERS, AGENTS AND INSURERS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, AND CAUSES OF ACTION FROM INJURIES OR ILLNESS (INCLUDING DEATH), DAMAGES OR LOSS WHICH MY CHILD/WARD MAY HAVE OR WHICH MAY ACCRUE TO MY CHILD/WARD ON ACCOUNT OF PARTICIPATION IN THIS ACTIVITY. THIS RELEASE INCLUDES BY WAY OF EXAMPLE AND NOT LIMITATION, ANY RISKS THAT MAY ARISE FROM NEGLIGENCE OR CARELESSNESS ON THE PART OF THE RELEASED PARTIES, FROM DANGEROUS OR DEFECTIVE EQUIPMENT OR PROPERTY OWNED, MAINTAINED, OR CONTROLLED BY THE RELEASED PARTIES.**

4. I further agree to indemnify and hold harmless and defend the Released Parties from any and all claims resulting from injuries or illness (including death), damages, or loss, including, but not limited to attorneys' fees, sustained or caused by my child/ward arising out of, connected with, or in any way associated with my child's/ward's participation in this activity.

5. I have been provided with any applicable rules, or rules have been made available to me, which govern my child's/ward's conduct at this activity and I agree my child/ward shall abide by those rules.

6. Any photograph or videotape taken of my child/ward by the City of Tigard may be used in various ways for outreach, education and documentation purposes, without compensation. This use could be in a brochure, shown at a public meeting, shown at a cable-aired meeting, provided as "snapshots" of events in the City Library Lobby, on the City's website and in many other venues.

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