

RELEASE OF LIABILITY

DATE: _____

Participant: _____
Last First

Age: _____

Last First

Age: _____

1. I am fully aware of the risks involved and hazards connected with any activities at, on or around the Fern Ridge School House (“School House”) and other buildings associated with the Singing Creek Educational Center (SCEC) and that participating in events on the premises exposes me to various risks from navigating uneven, slippery, low headroom, old buildings, and various other land conditions; tripping, falling, minor cuts, scrapes, bruises, and other incidents; damage to clothing, footwear, and other personal effects; and serious personal injury and/or even death. I hereby elect to voluntarily participate with full knowledge that any activity, exploration, hiking, access, or similar or dissimilar activities at the School House/SCEC may be hazardous to me and my property. I recognize and agree that these risks and dangers may arise from foreseeable or unforeseeable causes and I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by negligence of the Releasees or otherwise.

2. I agree to abide by the rules established by the School House/SCEC or any tour or event coordinator, teacher or group leader. I understand that failing to abide by the rules, I may increase my risk of harm. I further agree that my failure to abide by the rules may result in my being removed from the School House or property.

3. I, on behalf of myself, my personal representatives and my heirs, assigns and personal representative, if I am deceased, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, covenant not to sue, and indemnify the Fern Ridge School House, Tom and Sue Hunton, Huntons’ Farm, Camas Country Mill LLC, Camas Country School LLC, SCEC, and Karen Rainsong, and their related entities, their officers, contractors, agents, servants, volunteers, employees and assigns (the “Releasees”) from all from any and all liability, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence or other conduct of the Releasees, or otherwise, while participating in any activity or while at the School House/SCEC whatsoever.

4. This Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Oregon. I FURTHER EXPRESSLY AGREE THAT THE FOREGOING IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW, AND THAT IF ANY PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT. I agree that, should any claim or action arise from my participation as described herein, including any issue as to the applicability of this Waiver or any provision contained within it, proper jurisdiction and venue will lie only in Lane County, Oregon and I waive jurisdiction and venue anywhere else.

5. I understand that the School House/SCEC may take photographic or other electronic images of the School House and any visitors. I hereby agree that all photographs or other images obtained in any manner by the School House, its agents, employees, officers, volunteers or associates, are the property of the School House or the individual photographer, and the School House reserves the right to use these images for any commercial or business purposes. I hereby waive all rights to said images and release, remise and forever discharge, the School House and the Releasees from any and all demands, actions, causes of action, suits, damages, costs, and any other claims that may arise regarding said images or their use.

I HAVE READ THE ABOVE WAIVER OF LIABILITY AND BY SIGNING IT I AGREE IT IS MY INTENTION TO RELIEVE THE SCHOOL HOUSE AND THE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I HAVE READ THIS WAIVER AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND WITHOUT RELIANCE ON ANY ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS.

Participant Name: _____

Signature: _____

Date: _____

Address: _____
Parent/Guardian if Minor: _____

City, State, Zip: _____
Signature of Parent/Guardian: _____