



**BEAR CREEK GREENWAY
PROGRAM PARTICIPANT
LIABILITY WAIVER**

**THIS IS A BINDING LEGAL DOCUMENT
READ IT BEFORE SIGNING**

Participant Name: _____

Mailing Address: _____

City / Zip: _____

Telephone: _____

Program / Event: _____

ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.

I, the undersigned Participant, am aware that participation in the Activity described herein (“**ACTIVITY**”) may include activities that may cause injury, illness, and/or be dangerous. I acknowledge that participation in this ACTIVITY has the following non-exhaustive list of particular activities that bear risk and danger and from which bodily injury and illness, up to and including death, may occur (*INSERT activities below*):

With full knowledge of the facts and circumstances surrounding the ACTIVITY, I voluntarily participate in the ACTIVITY and assume the responsibilities and risks resulting from my participation, including all risk of property damage and injury or illness to others and to myself. I agree to comply with all of the rules and conditions of participating in the ACTIVITY. I have adequate applicable insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in the ACTIVITY, or otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my participation in the ACTIVITY. I will defend and indemnify Jackson County, the Cities of Central Point, Medford, Phoenix, Talent, and Ashland, the Oregon Department of Transportation, and all their officials, officers, agents, employees, and volunteers (“**JURISDICTIONS**”) harmless with respect to any and all claims, injuries, illnesses, and costs associated with my participation in this ACTIVITY.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with this ACTIVITY or around this ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY. I will conduct myself in a manner that is considerate of other participants and in accordance with each of the JURISDICTIONS’ Policies, Procedures, Rules and Regulations (as may be modified or replaced from time to time) and with any federal, state, city and other applicable laws or rules where the ACTIVITY is occurring.

I am aware that if I provide a vehicle not owned and operated by the JURISDICTIONS for transportation to, at, or from the ACTIVITY site, or if I am a passenger in such a vehicle, the JURISDICTIONS shall not be responsible for any damage caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY.

I acknowledge and agree that the JURISDICTIONS may record my participation and appearance in ACTIVITY on any recorded medium including, but not limited to video, audio, photos (collectively “recordings”) for use in any form (including, but not limited to print, websites, blogs, internet, social media). I authorize such recording and release

JURISDICTIONS to use my name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or in part without restrictions or limitations for any educational or promotional purpose.

To the extent permitted by law, and in consideration for being allowed to participate in the ACTIVITY, I hereby save, hold harmless, discharge and release the JURISDICTIONS from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the ACTIVITY, whether caused by the negligence or carelessness of the JURISDICTIONS or otherwise.

It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the JURISDICTIONS from any claim by the aforementioned parties arising out of my participation in the ACTIVITY.

I recognize and acknowledge that the JURISDICTIONS make no guarantees, warranties, representations, or other promises relative to the ACTIVITY, and assume no liability or responsibility for injury, illness, or property damage that I may sustain as a result of participation in the ACTIVITY.

I further understand and agree that this is a release of liability and indemnity agreement, and it is intended to be **as broad and inclusive as permitted by law**. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

I hereby certify that, with or without accommodation, I have no health-related reasons or problems that preclude or restrict my participation in the ACTIVITY. I hereby consent to and understand myself to be solely responsible for the cost of first aid, emergency medical care, and, if necessary, admission to an accredited hospital for executing such care or treatment for injuries or illnesses that I may sustain while participating in any activity associated with the ACTIVITY.

*If your participation requires accommodation, please contact the ADA Coordinator at the applicable JURISDICTION.

**Emergency Contact
Name:** _____

**Telephone
Number:** _____

In signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it, and sign it voluntarily; and (b) that this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.

Participant Signature: _____ Date: _____

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**REQUIRED FOR ALL PARTICIPANTS UNDER 18 YEARS OF AGE:
PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT**

I certify that I am the parent or legal guardian of the above-named participant in the ACTIVITY. On behalf of myself and my spouse, partner, co-guardian or any other person who claims the participant as a dependent, I have read the above agreement, I understand the contents of this Acknowledgement of Risk and Waiver of Liability, assent to its terms and conditions, and sign this Acknowledgement of Risk and Waiver of Liability of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependent's participation in the ACTIVITY, and I hereby give my consent to participation by my dependent in the ACTIVITY, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the JURISDICTIONS from and against all claims, demands or suits that my dependent has or may have arising out of or related to the ACTIVITY.

Parent or Guardian Signature: _____ Date: _____