

Waiver of Liability and Indemnification

Please read this section carefully before signing below.

In consideration of the opportunity to participate in boating activities and being permitted to use equipment belonging to the Oregon Boating Foundation (*hereto referred to as OBF*), or its members, I understand and agree to the following:

1. The participant will be monitored by a certified instructor designated by the OBF while using any of the equipment or facilities of the OBF or its members. I will inspect the facilities and equipment to be used and if I believe anything is unsafe, I will immediately advise the OBF of such condition and will refuse to participate or to use the facilities or equipment until such time as the unsafe condition has been addressed. I will at all times abide by all OBF policies and rules.
2. I fully understand and acknowledge that there are risks and dangers associated with participation in boating which could result in bodily injury, partial and total disability, paralysis and death. The social and economic losses and/or damages which could result from those risks and dangers could be severe. These risks and dangers may be caused by the action, inaction or negligence of myself as participant or by the action, inaction or negligence of others, including but not limited to the OBF, its instructors or any of its members. There may be other risks not known to me or which are not reasonably foreseeable by me at this time.
3. I accept and assume such risks and responsibilities for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the OBF or its instructors and members.
4. I hereby release, waive, discharge and covenant not to sue the OBF or any of its members or directors, officers, agents, instructors, employees, and volunteers from all liability to me, my personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages on account of any injury, including but not limited to my death or the damage to property, caused or alleged to be caused in whole or in part by the negligence of the OBF or any other persons above mentioned.
5. I execute this waiver and release on my own behalf freely and voluntarily. If, despite this release, I or any of my representatives make a claim against any of the persons or entities intended to be released, I agree to reimburse those persons to be released and their insuring company, if any, for any money which they have paid to defend a claim or by way

of damages which may be awarded to me or my representative. I hold the OBF and its representatives harmless from any claim or cost.

6. I grant permission to the OBF, its members, directors, officers, agents, instructors, employees, or volunteers to provide or arrange for medical treatment that they may deem necessary in the event of injury or illness.
7. OBF reserves the right to photograph program participants for publicity purposes. OBF agrees to provide a photo of a participant to the participant upon request.

I have read the above waiver and release, understand that I give up substantial rights by signing it, and sign it voluntarily without inducement.

Participant Signature

Parent/Guardian Signature (if under 18)

Date

Parent/Guardian Name

Oregon Boating Foundation
PO Box 701
Newport, OR
97365

800-806-4882

contact@oregonboatingfoundation.org