

CITY OF CHILOQUIN

Rodeo and Events Park

Waiver of Liability, Assumption of Risk, and Indemnity Agreement Waiver:

In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of The Chiloquin Parks and Event Grounds for the purpose of _____ ,

I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The CITY OF CHILOQUIN, its directors, officers, employees, and agents from liability from any and all claims including the negligence of resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises, or equipment.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, sprains, and embarrassment 2) major injuries such as joint or back injuries, heart attacks, head injuries, and psychological trauma 3) allergic reactions to plants, animals or insects that may cause mild to extreme trauma including paralysis and/or death 4) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities we are engaging in. I hereby assert that my use of the Chiloquin Event grounds is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD THE CITY OF CHILOQUIN HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement at the Chiloquin And Events Park and to reimburse the CITY OF CHILOQUIN for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

COVID-19 Safety Information: While accessing the rodeo grounds I voluntarily assume all risk related to exposure to COVID-19 and agree not to hold The City of Chiloquin or any affiliates, officers, employees, agents, contractors, or volunteers liable for any illness or injury. I understand that I am required to adhere all current rules and regulations regarding COVID-19.

Signature of Parent/Guardian of Minor _____

Date _____

Mailing Address _____

Signature _____

Phone contact _____