Youth Program Liability Waiver and Media Release

NOTE: The “ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY FOR YOUTH PROGRAMS” below was developed in collaboration with the Office of Risk Management and Office of General Counsel. The waiver must be used with the EXACT WORDING as it appears below (font size may be changed):

ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY FOR YOUTH PROGRAMS

| PROGRAM: [insert program name] | ACTIVITY: [insert general activity description] |

Please read this Acknowledgement of Risk and Waiver of Liability for Youth Program carefully and in its entirety; it is a binding legal document.

Return signed forms to [Insert Program Name/Address]:

By signature, with full knowledge of the facts and circumstances surrounding the ACTIVITY, I acknowledge my child’s participation in the ACTIVITY may expose him/her to actions, events, and environments that may be hazardous to his/her person and/or property. I acknowledge that I am solely responsible for any action that my child may participate in associated with this ACTIVITY or around this ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY.

I have adequate applicable insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my child’s participation in the ACTIVITY, or otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my child’s participation in the ACTIVITY. I understand that there may be participant insurance available for some campsclinics and if so, that information will be shared with me for processing and handling of any claims.

I will indemnify and hold the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon University System and Oregon State University, its employees, directors, officers, and agents (hereafter referred to as UNIVERSITY) harmless with respect to any and all claims, injuries, and costs associated with my child’s participation in this ACTIVITY.

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 UNIVERSITY from any claim by the aforementioned parties arising out of my participation in the ACTIVITY.

I recognize and acknowledge that the UNIVERSITY makes no guarantees, warranties, representations, or other promises relative to the ACTIVITY, and assumes no liability or responsibility for injury or property damage that my child 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.

SIGNATURES

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. Further, 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 child. I acknowledge that my child and I have agreed to the terms and conditions of my child’s participation in the ACTIVITY, and I hereby give my consent to participation by my child in the ACTIVITY, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the UNIVERSITY from and against all claims, demands or suits that my child has or may have.

DATE_________________ SIGNATURE_________________
MEDIA RELEASE
I recognize and acknowledge that UNIVERSITY may record my child’s participation and appearance in ACTIVITY on any recorded medium (including, but not limited to video, audio, photos) for use in any form. I authorize such recording and release UNIVERSITY to use my child’s name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or part without restrictions or limitations for any educational or promotional purpose. No signature below represents my choice to opt out of this media release.

DATE__________________ SIGNATURE__________________________________________
(ORM Rev. 12.04.12)