

## PORTLAND PHOTOGRAPHIC SOCIETY

### ASSUMPTION OF RISK; RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

#### ASSUMPTION OF RISK

The Portland Photographic Society, an Oregon Domestic Nonprofit Corporation, operates a photography club for the benefit of its members and participants. The undersigned participant and, where participant is under age 18, the undersigned parent or guardian of the participant on behalf of the participant, for himself/herself and his/her respective heirs, next-of-kin, personal representatives, successors and assigns:

- (1) acknowledges that photography and its related activities, including but not limited to Portland Photographic Society events, meetings, activities, field trips, carpooling, and travel (hereinafter collectively referred to as "Portland Photographic Society Activities"), involve certain inherent risks, dangers, and hazards **that can result in personal injury, death, property damage, theft, and other losses;**
- (2) acknowledges that **participation in, and carpooling to and from, Portland Photographic Society Activities is voluntary and optional**, that the Portland Photographic Society is not able to evaluate carpool drivers or vehicles for safety or other concerns, and that carpooling involves certain inherent risks, dangers, and hazards; and
- (3) without limitation hereby freely **agrees to assume and accept any and all such risks, including known and unknown risks, of personal injury, death, property damage, and loss** associated with participation in Portland Photographic Society Activities, including, but not limited to, risks arising from: the undersigned's conduct (either as a participant, spectator, or guest); the nature of Portland Photographic Society Activities; carpooling and travel; the conduct of Portland Photographic Society members, directors, officers, shareholders, trustees, beneficiaries, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors and assigns, volunteers, and guests; and the conduct of any other participants, to the fullest extent permitted by the laws of the State Oregon.

#### RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of participation in Portland Photographic Society Activities, the undersigned participant, and, where participant is under age 18, the undersigned parent or guardian of participant on behalf of the participant, hereby agrees:

1. **To forever waive any and all claims** that the participant and any parent or guardian or heirs and assigns has or may in the future have against the Portland Photographic Society and its directors, officers, shareholders, trustees, beneficiaries, employees, agents, representatives, independent contractors, subcontractors, sponsors, advertisers, members, guests, volunteers, participants and, if applicable, owners and lessors of premises, successors and assigns (hereinafter collectively referred to as "the Releasees") and **to release the Releasees from any and all liability** for any loss, damage, expense or injury including death that the participant and any parent or guardian or heirs and assigns may suffer, resulting from or arising

out of any aspect of or connection with the participant's association with the Portland Photographic Society or participation in any Portland Photographic Society Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE**; and

2. **To forever hold harmless and indemnify the Releasees** from any and all claims and liability arising out of or in connection with the participant's association with the Portland Photographic Society or participation in any Portland Photographic Society Activities, and for any damage to property of or personal injury to any third party, resulting from the participant's association with the Portland Photographic Society or participation in any Portland Photographic Society Activities, including, but not limited to, property damage, injury, death, legal costs, attorney fees, court costs and investigative costs, to the fullest extent permitted by the laws of the State Oregon.

#### CONSENT TO MEDICAL TREATMENT

The undersigned hereby **authorizes the Releasees to obtain emergency medical attention and treatment** on his/her behalf or on behalf of his/her minor child in case of sickness, accident, or injury and to secure such medical attention and treatment at his/her sole expense. The undersigned recognizes that the situation may require transport of his/her minor child to the nearest medical treatment facility based upon the minor child's age even though the condition may not warrant it.

The undersigned agrees that **the Releasees do not assume any responsibility for, or obligation to provide, financial assistance** or other assistance, including but not limited to medical, health, or disability insurance in the event of loss, damage, expense, injury, illness, death, or property damage.

#### RESPONSIBILITY FOR GUESTS

The undersigned **acknowledges responsibility for supervising his/her guests or his/her minor child's guests**, including but not limited to friends and family members, who participate in Portland Photographic Society Activities, and expressly agrees to be held responsible for their actions.

#### CHOICE OF LAW AND VENUE

This Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted **solely in accordance with the laws in the state of Oregon** and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within Multnomah County, Oregon and shall be within the exclusive jurisdiction of the Courts of Multnomah County.

#### SEVERABILITY

The undersigned expressly agrees that **this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oregon**. The undersigned agrees that in the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the enforceability of the remaining provisions of this Agreement.

ENTIRE AGREEMENT

The undersigned expressly agrees that **this Agreement encompasses the entire agreement** between the Portland Photographic Society and the undersigned, and supersedes all previous understandings and agreements, whether oral or written.

**THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS ENTIRE AGREEMENT AND IS AWARE THAT BY SIGNING THIS AGREEMENT HE/SHE IS WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH THE UNDERSIGNED OR HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

**THE UNDERSIGNED UNDERSTANDS THAT THIS IS A LEGALLY BINDING AND ENFORCEABLE CONTRACT AND VOLUNTARILY SIGNS IT OF HIS/HER OWN FREE WILL.**

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE** (Under age 18 at the time of signing this agreement)

This is to certify that the undersigned, as parent/guardian with legal responsibility for this participant, does consent and agree to the participant's release as provided above of all the Releasees, and, for the undersigned, the undersigned's heirs, assigns, and next of kin, **the undersigned releases and agrees to indemnify and hold harmless the Releasees** from any and all liability due to his/her minor child's involvement or participation in the Portland Photographic Society Activities as provided above, **EVEN IF ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by the laws of the State Oregon.

**Minor Participant:**

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Middle Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Date of Birth

**Parent or Guardian:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Middle Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Address