OREGON SNOWBOARD CLUB PARTICIPATION AGREEMENT, WAIVER, AND RELEASE OF LIABILITY

WARNING: BY SIGNING THIS FORM, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CLUB, ITS OFFICERS, DIRECTORS, AND VOLUNTEERS FOR ORDINARY NEGLIGENCE. READ CAREFULLY BEFORE SIGNING.

PREAMBLE & DEFINITIONS

This Participation Agreement, Waiver, and Release of Liability ("Agreement") is entered into by the undersigned participant (or, if under 18 years of age, their parent or legal guardian) in favor of the West **Linn Snowboard Team**.

For the purposes of this Agreement, the term **"Released Parties"** explicitly includes and refers to:

1. **West Linn Snowboard Team**, its parent entities, subsidiaries, affiliates, and predecessor/successor organizations.
2. All past, present, and future **officers, directors, board members, trustees, committee chairs, organizers, founders, and executive leaders** of West Linn Snowboard Team, both in their official capacities and as individuals.
3. All **coaches, instructors, trip leaders, chaperones, event staff, volunteers, representatives, agents, employees, independent contractors, sponsors, and mountain liaisons** acting on behalf of West Linn Snowboard Team.

1. ACKNOWLEDGMENT OF INHERENT RISKS (ORS 30.970 – 30.990)

I, the undersigned participant, acknowledge that snowboarding and participation in club activities (including travel, events, training, competitions, and free riding) involve inherent risks as recognized under Oregon law (**ORS 30.970 et seq.**).

I expressly acknowledge that these hazards and risks include, but are not limited to:

- Changing weather conditions, surface and subsurface snow/ice conditions, bare spots, forest growth, rocks, stumps, trees, creeks, and gullies.
- Collisions with natural terrain, lift towers, snowmaking equipment, groomers, static objects, and other skiers, snowboarders, or spectators.
- Equipment failure, improper fit or malfunction, high altitude, physical exertion, hypothermia, and severe bodily injury, paralysis, or death.

I understand that under Oregon law, a rider accepts and assumes the inherent risks of snowboarding insofar as those risks are obvious and necessary (**ORS 30.975**). I

voluntarily choose to participate and explicitly assume all risks associated with Club activities, whether known or unknown.

2. VOLUNTARY RELEASE AND WAIVER OF LIABILITY

In consideration for being permitted to participate in Club events, trips, and activities, I agree that:

- **Scope of Release:** To the fullest extent permitted under Oregon law, I hereby release, waive, forever discharge, and covenant not to sue the **Released Parties** (including all officers and directors as defined above) from any and all liability, claims, demands, or causes of action arising out of property damage, personal injury, illness, or death sustained by me during or related to Club activities resulting from the **ordinary negligence** of the Released Parties.
- **Exclusions:** This release **does not** apply to claims arising from gross negligence, reckless misconduct, or intentional unlawful acts by any Released Party.

3. INDEMNIFICATION AND HOLD HARMLESS

I agree to **indemnify, defend, and hold harmless** each of the **Released Parties** from any and all liabilities, losses, damages, costs, or reasonable legal and attorney fees resulting from any third-party claims, demands, or lawsuits arising out of or related to my voluntary participation in Club activities or my failure to follow Club safety rules and resort regulations.

4. DUTIES OF RIDERS & SAFETY COMPLIANCE

I agree to strictly comply with:

1. The **Oregon Skier/Rider Duty Statute** (**ORS 30.980**), including maintaining control at all times, avoiding collisions, and heeding all posted warnings and closures.
2. The National Ski Areas Association **Duties of Skiers/Riders Responsibility Code**.
3. All safety protocols, mandatory helmet mandates, and conduct rules established by the Released Parties or resort management.

5. SEVERABILITY, CHOICE OF LAW, AND VENUE

This Agreement shall be governed by and construed strictly in accordance with the **laws of the State of Oregon**. Any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in the Circuit Court of **Clackamas County, Oregon**. If any provision or portion of this document is held to be invalid or unenforceable, all remaining provisions shall remain in full legal force and effect.

ACKNOWLEDGMENT OF UNDERSTANDING

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ THIS DOCUMENT IN ITS ENTIRETY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS (INCLUDING THE RIGHT TO SUE OFFICERS, DIRECTORS, AND VOLUNTEERS FOR NEGLIGENCE), AND SIGN IT FREELY AND VOLUNTARILY.

Participant Printed Name: _____

Participant Signature: _____ Date: _____

PARENT / LEGAL GUARDIAN AGREEMENT (FOR PARTICIPANTS UNDER 18)

Note regarding Oregon Law: Under Oregon case law, a parent cannot waive a minor child's independent tort claims; this section creates a legally binding Parental Indemnification Contract to protect the Released Parties.

I am the parent or legal guardian of the minor named above. I grant permission for my child to participate in Club activities. In consideration for my child's participation, **I agree to individually indemnify, hold harmless, and defend the Released Parties** against any claims, causes of action, damages, or legal fees brought by or on behalf of the minor arising out of their participation in Club activities.

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ Date: _____