

**ASSUMPTION OF RISK, WAIVER OF LIABILITY,
AND PHOTO RELEASE AGREEMENT**

**PLEASE READ CAREFULLY! THIS DOCUMENT WAIVES LEGAL RIGHTS,
INCLUDING CLAIMS FOR DAMAGES**

PARTICIPANT: _____ (“Participant”)

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DATE OF BIRTH: _____ (mo/day/year)

PARENT OR LEGAL GUARDIAN

(if participant is under 18 years of age): _____

This Assumption of Risk, Waiver of Liability, and Photo Release Agreement (the “Agreement”) is executed by the Participant above, and, if applicable, his/her parent or legal guardian, in favor of Linfield College, an Oregon nonprofit corporation (“Linfield”).

The undersigned is/are aware and understand that Participant will be participating in a youth Lacrosse Clinic conducted by Linfield employees on property owned by Newberg High School (the “Program”). Linfield is not responsible for the conditions of the premises, and does not control the actions of Newberg High School employees or volunteers. The undersigned understand that participation in the Program carries certain hazards and risks, include the potential for serious bodily injury or death that may arise from the inherent nature of these activities, and/or the actions of others involved in the Program. These risks include, but are not limited to, hazardous or unpredictable conditions of the premises, mechanical malfunction or equipment failures, acts or omissions of third parties, accidents caused by a variety of human factors, and medical conditions of the participant—whether any of these acts, conditions, or risks are foreseeable, obvious or hidden, or through negligence, acts or omissions of any kind.

NOW, THEREFORE, in consideration of Participant being permitted to participate in the Program, and benefit from the instruction provided, the undersigned, intending to be legally bound, agrees as follows:

1. I understand that participation in the Program entails inherent risks of physical injury, including but not limited to the risks identified above, and agree to assume any and all risks of participation in any part of the Program, and freely and voluntarily choose to participate in these activities with full knowledge of these risks;
2. I/we release and waive all claims I/we may have against Linfield and its trustees, officers, directors, employees, agents, employees and all other persons associated with Linfield (collectively, the “Released Parties”) for injury, death, loss and any and all damages that Participant may sustain or suffer of any kind – **including those caused by the acts or omissions of the Released Parties, including negligent acts or omissions, other than those caused by the Released Parties’ intentional misconduct** – arising out of participation in any part of the Program.
3. I/we agree to defend, indemnify, and hold harmless the Released Parties from any and all claims, lawsuits, causes of action, liability, costs or expense of any kind, including attorney fees, arising out of any injury, death, loss, or other damages that Participant may sustain or suffer of any

kind associated in any way with Participant's participation in any part of the Program, **even if such injury, death, loss or damage is the result of acts or omissions on the part of any or all of the Released Parties**, or from any other cause, other than the intentional misconduct of a Released Party. The parent or legal guardian of any minor named above hereby expressly agrees to defend, indemnify, and hold harmless the Released Parties from any and all claims, lawsuits, causes of action, liability, costs or expense of any kind, including attorney fees, which Released Parties may incur as a result of a claim, lawsuit or demand made by said minor against Released Parties, to include but not be limited to any such lawsuit, claim, or demand asserted against Released Parties after said minor reaches the age of majority.

4. I/we agree not to sue or initiate or be a party to any claim, lawsuit, or demand, prosecution, or action of law for any damages, relief, or compensation, which I/we may have by reason of injury, death, or loss of any kind associated with Participant's participation in any part of the Program.

5. This Agreement shall be effective and fully binding upon my estate, family, and assigns.

6. If any part of this Agreement is determined to be unenforceable, such a determination shall not affect the enforceability of the remaining provisions.

7. This Agreement shall be governed by and construed under the laws of Oregon. I agree that any legal action or proceeding relating to this Agreement, or arising out of my participation in any part of the Program, shall exclusively be brought in Yamhill County Circuit Court, located in McMinnville, Oregon.

8. I/we agree that Linfield may photograph, film, record or otherwise obtain any Participant's image, likeness, voice, or sounds (the "Images"), and use and reproduce any or all such Images for all purposes deemed appropriate by Linfield, without compensation now or at any time in the future. I/we agree that that at Linfield's sole discretion, the Images may be edited, distributed, exhibited, promoted and used in whole or in part, in any form, format, manner or media, either now known or hereafter created, an unlimited number of times worldwide in perpetuity, including but not limited to print, broadcast, video, CD-ROM, electronic/online media, social media, advertising, billboards, banners and other public displays. I/we release Linfield from all claims of every kind on account of any use of the Images. I/we agree that all Images, whether photos, negatives, prints, slides, digital, or other, are the sole property of Linfield.

Each of the undersigned fully accepts the contents and conditions of this Agreement and agrees to them by signing voluntarily below.

PARTICIPANT:

PARENT OR LEGAL GUARDIAN:

Signature

Signature

Printed Name

Printed Name

Date:

Date: