

## SIUSLAW VISION

### Assumption of Risk and Release of Liability Form Related to Participation in Activities

READ CAREFULLY BEFORE SIGNING. THIS RELEASE AND LIABILITY WAIVER IS A CONTRACT BETWEEN YOU AND SIUSLAW VISION (“ORGANIZATION”) AN OREGON NONPROFIT 501(C)(3) CORPORATION. IT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. THIS RELEASE COVERS ALL ACTIVITIES OF ANY SORT CONNECTED WITH SIUSLAW VISION (“ACTIVITIES”) YOU PARTICIPATE IN DURING THE YEAR IN WHICH YOU SIGN THIS RELEASE.

In consideration of being allowed to learn from and participate in any of the activities or programs by Siuslaw Vision, you acknowledge and agree as follows:

- I. NATURE OF THE ACTIVITIES.** Activities or programs (collectively “Activities”) to which this Release apply include but are not limited to: Activities or programs (collectively “Activities”) to which this Release apply include but are not limited to: PlayZone toy activities for toddlers and preschoolers; watching movies, participating in craft making, playing games, attending story-time events, nature hikes, local walks, stroller walks, and snack/meal time.
- II. POTENTIAL RISKS.** Participation in Activities involves risks. It is not possible to compile a complete listing of the risks. However, they include the possibility that you may suffer serious, even fatal, injury or illness, although the nature of these activities makes such injury or death unlikely. By signing this form, you acknowledge that you understand that there could be dangers involved in the Activities you or your child will be participating in, including, but not limited to: (1) minor injuries such as scratches, bruises, strains and sprains, slipping and falling, (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, (3) exposure to, or contracting viruses and other transmittable diseases including Covid-19 and its variants, (4) catastrophic injuries including paralysis and death.
- III. YOU ASSUME ALL RISKS.** By signing this form, you acknowledge that the challenges and potential benefits of your participation in Activities have been explained to you AND THAT, you understand the risks of participating in the activities and to the best of your knowledge you and your child are able to undertake the activities. You also acknowledge that you voluntarily, knowingly, and freely assume, and take full responsibility for all risks, known and unknown, related to your participation in Activities, and you further acknowledge that you are entirely responsible for deciding whether to participate in any Activities with Siuslaw Vision and for deciding in which Activities you can safely participate.
- IV. YOU RELEASE ALL CLAIMS AGAINST SIUSLAW VISION.** You hereby agree for yourself and for your heirs, relatives, representatives, estate, agents, and assigns, to release and forever discharge Siuslaw Vision and its directors, officers, members, staff, employees, event partners, volunteers, agents and representatives, and any others who participate in the Activities of Siuslaw Vision, or who volunteer for, or perform work for, Siuslaw Vision (together the “Released Parties”) from any and all demands or claims for damage or injury, from any cause of suit or action, known or unknown, that you may have against the Released Parties and for any and all harm or damage to my health in any manner resulting from or arising out of my volunteer activities that is not caused by the gross negligence, wanton or willful misconduct, or reckless or intentional acts of the Released Parties. The Released Parties shall not be liable for any injury or loss that occurs while traveling to or from Siuslaw Vision Activities, or from place to place during the Activities, whether by Siuslaw Vision’s vehicle, your vehicle, or another participant’s or volunteer’s vehicle, including as a result of negligence by the Released Parties other than that which results from gross negligence, wanton or willful misconduct, or reckless or intentional conduct.
- V. IF YOU CAUSE DAMAGE TO ANY ACTIVITY SITE, YOU AGREE TO PAY FOR ITS REPAIR.** If you cause damage to the Activities site (including damage to a building structure, equipment, or natural features such as trees and slopes), regardless of what entity or individual owns the Activities site, you agree that you will pay all costs and expenses associated with its repair or replacement (“Repair Costs”), including the costs of collection of the Repair Costs, which may include court costs and attorneys’ fees.

**VI. SUFFICIENT REVIEW.** By signing this Release, you attest that you have had sufficient time to read this entire document and consult with legal counsel prior to signing, should you choose to. You understand that this activity may not be made available to you if you choose not to sign this Release.

**VII. SEVERABILITY.** If any provision of this Release, or the application of a provision to any person or circumstance, is held invalid, the remainder of this Release, or the application of that provision to other persons or circumstances, must not be affected thereby.

**VIII. GOVERNING LAW.** This Release shall be governed by the laws of Oregon. Any legal claims or lawsuits related to the participation in the Activities shall take place in courts located in Lane County, Oregon. Nothing in this article shall preclude the parties from attempting to resolve conflicts through mediation or arbitration.

**IX. IF YOU ARE A PARENT OR LEGAL GUARDIAN OF ANY PARTICIPANT WHO IS YOUNGER THAN 18 (“CHILD”), YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS ON BEHALF OF YOUR CHILD.** If you are the parent or legal guardian of a Child, YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS on behalf of your Child and your Child’s heirs, assigns, personal representatives, and next of kin in the same way and to the same extent as you do for yourself in this Release. Further, wherever the terms “I,” “me,” “my,” “myself,” “you,” or “your,” are used in this Release, those terms shall be interpreted to cover the Child participant for whom you are signing.

**THIS RELEASE IS INTENDED TO PROTECT THE PARTIES IN PARAGRAPH IV FROM LIABILITY FOR INJURIES TO YOU AND YOUR PROPERTY TO THE MAXIMUM EXTENT ALLOWED BY OR LAW.**

The undersigned has/have read this Release and understand(s) its terms. This Release is executed freely and voluntarily, with full understanding that the undersigned is/are giving up substantial legal rights.

**Parent/Legal Guardian (if participant is a minor):**

I have read and I understand this Release, and I am signing it voluntarily.

Parent Mobile Phone Numbers: \_\_\_\_\_

I am the parent or legal guardian of:

1) Print Full Name of Minor: \_\_\_\_\_

DOB / Age: \_\_\_\_\_ / \_\_\_\_\_

Print Full Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

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2) I am the parent or legal guardian of:

Print Full Name of Minor: \_\_\_\_\_

DOB / Age: \_\_\_\_\_ / \_\_\_\_\_

Print Full Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

3) I am the parent or legal guardian of:

Print Full Name of Minor: \_\_\_\_\_

DOB / Age: \_\_\_\_\_ / \_\_\_\_\_

Print Full Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

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4) I am the parent or legal guardian of:

Print Full Name of Minor: \_\_\_\_\_

DOB / Age: \_\_\_\_\_ / \_\_\_\_\_

Print Full Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

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5) I am the parent or legal guardian of:

Print Full Name of Minor: \_\_\_\_\_

DOB / Age: \_\_\_\_\_ / \_\_\_\_\_

Print Full Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

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6) I am the parent or legal guardian of:

Print Full Name of Minor: \_\_\_\_\_

DOB / Age: \_\_\_\_\_ / \_\_\_\_\_

Print Full Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

**Signature:**

**Email:**