

PLEASE PRINT:

Group:

Oregon ATV Safety Youth Rider Endorsement Program

Activity:

OASYREP class

Date(s):

Participant:

(Name)

Age:

Sex:

(Street Address)

(City)

(State)

(Zip)

(Home Phone)

(Work Phone)

I am a (check one): Student ()

Other ()

ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Please read both sides of this page. Sign and return this form to Dr. David J. White, Oregon ATV Safety, 3893 SW Airport Way, Redmond, OR 97756; 541-548-6088. If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.

I, the undersigned, am aware that participation in the Activity (OASYREP class) described above may include activities that are risky and dangerous. I acknowledge that participation in this ACTIVITY has the following non-exhaustive list of particular activities that bare risk and danger and from which bodily injury, up to and including mortal injury, may occur: broken bones, concussion, contusions, abrasions, paralysis.

With full knowledge of the facts and circumstances surrounding the ACTIVITY, I voluntarily participate in the ACTIVITY and assume all responsibility for and risk resulting from, my participation, including all risk of property damage and injury to others and to myself. I agree to comply with all of the rules and conditions of participating in the ACTIVITY. I have adequate health insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in the ACTIVITY, or otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my participation in the ACTIVITY. I will indemnify and hold the State of Oregon, acting by and through the State Board of Higher Education, on behalf of 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 participation in this ACTIVITY.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with this ACTIVITY or around this ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY. I will conduct myself in a manner that is considerate of other participants and in accordance with UNIVERSITY Rules and Regulations, Oregon ATV Safety Range Rules, and with any state and city laws or rules where the ACTIVITY is occurring. This ACTIVITY is an off-campus UNIVERSITY sponsored event. I understand that conduct not acceptable will be handled in accordance with the Oregon ATV Safety Youth Rider Endorsement Program Regulations. In addition, I understand that if I travel to the ACTIVITY with a parent or guardian, I will return with the parent or guardian unless prior arrangements have been made with the UNIVERSITY faculty/staff who is supervising the ACTIVITY.

I recognize and acknowledge that UNIVERSITY may record my participation and appearance in ACTIVITY on any recorded medium (including, but not limited to video, audio, photos) for use in any form (including, but not limited to print, websites, blogs, internet). I authorize such recording and release UNIVERSITY to use my 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. I further release UNIVERSITY to use material from blogs associated with ACTIVITY without restrictions or limitations for any educational or promotional purpose.

I am aware that if I provide an All-Terrain Vehicle (Quad) for evaluation purposes at the ACTIVITY site, the UNIVERSITY is not responsible for any damage caused by or arising from my use of such All-Terrain Vehicle. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY.

I am aware that if I provide a vehicle not owned and operated by the UNIVERSITY for transportation to, at, or from the ACTIVITY site, or if I am a passenger in such a vehicle, the UNIVERSITY is not responsible for any damage caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY.

To the extent permitted by law, and in consideration for being allowed to participate in the ACTIVITY, I hereby save, hold harmless, discharge and release the UNIVERSITY from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the ACTIVITY, whether caused by the negligence or carelessness of the UNIVERSITY or otherwise.

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 I may sustain as a result of participation in the ACTIVITY. I recognize and acknowledge that I am not acting as an agent or within an employment related role of the UNIVERSITY during the ACTIVITY, that I may not and will not represent myself as such, and that I cannot and will not bind or obligate the UNIVERSITY in any way. I further recognize and acknowledge that I am not entitled to make claims under workers' compensation laws as a result of my 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.

COMPLETE BOTH SIDES OF THIS FORM

MEDICAL INFORMATION

I hereby certify that, with or without accommodation,* I have no health-related reasons or problems that preclude or restrict my participation in the ACTIVITY. I hereby consent to and understand myself to be solely responsible for the cost of first aid, emergency medical care, and, if necessary, admission to an accredited hospital for executing such care or treatment for injuries that I may sustain while participating in any activity associated with the ACTIVITY.

NAME OF CONTACT PERSON IN CASE OF EMERGENCY:

Name: _____ Complete Address: _____
(street)

Phone: (home) _____ (work) _____
(city) (state) (zip)

*If you have a disability requiring an accommodation please contact Dr. David J. White, 541-548-6088 at least one week (7 days) before the date of the ACTIVITY.

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.

DATE _____ SIGNATURE _____

Participants who are not 18 years of age or older must sign above, and also must obtain the signature of a parent or legal guardian below:

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 dependant, I have read the above agreement, I understand the contents of this Acknowledgement of Risk and Waiver of Liability, assent to its terms and conditions, and sign this Acknowledgement of Risk and Waiver of Liability of my own free act. I acknowledge that my dependant and I have agreed to the terms and conditions of my dependant's participation in the ACTIVITY, and I hereby give my consent to participation by my dependant 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 dependant has or may have.

DATE _____ SIGNATURE _____