

High Desert Challenge Course Participation Agreement and Release of Liability

Participant Name _____

Group Name _____

Instructions: Please read this form carefully. Each participant and/or their parent/guardian must sign this agreement before the program begins. Without all appropriate signatures and initials, the individual shall not be permitted to participate in the program.

_____ I understand that my participation in programs offered via the High Desert Challenge Course is based on the Challenge-by-Choice or Participation-is-Voluntary philosophy. I recognize that the program is designed to use experiential, engaging, hands-on learning techniques. I know my participation is purely voluntary. At all times, I will choose my level of participation in any activity.

_____ I understand the facilitators/instructors of the High Desert Challenge Course have received training and will try to protect my emotional and physical safety. Nonetheless, they cannot guarantee my safety. I understand that the High Desert Challenge Course and the programs it offers entail risks, which may result in my illness, personal injury or death. I understand that some of these risks include but are not limited to: scrapes, bruises, cuts, splinters, falls, fractures, head injuries, heart attacks, anxiety attacks, heat and cold exposure, and death. I understand and accept these potential risks.

_____ Therefore, I knowingly and voluntarily assume all risks involved in my participation, and do hereby release the Deschutes County 4-H Leaders' Association, Deschutes County, the Deschutes County Fair & Expo Center, the Deschutes County Fair Board, OSU Extension Service, and the Deschutes County 4-H & Extension Service District, and their members, trustees, officers, employees, independent contractors and agents from any and all liability, damages, costs and expenses arising out of or relating to bodily or psychological injury, loss of life or personal property that may occur as a result of participating in this program.

_____ I recognize and understand that the facilitators of the High Desert Challenge Course have not evaluated my physical or mental condition or my ability to undertake all or any part of the High Desert Challenge Course. I certify that my physical and medical conditions are such that I may participate safely in the High Desert Challenge Course without unreasonable risk to myself or others.

_____ I agree that this agreement shall be construed in accordance with the laws of the State of Oregon.

_____ I agree that I am responsible for my own medical and emergency expenses in the event of an accident, illness or other incapacity occurring during the High Desert Challenge Course program.

_____ I agree that I cannot sue the Deschutes County 4-H Leaders' Association, Deschutes County, the Deschutes County Fair & Expo Center, the Deschutes County Fair Board, the OSU Extension Service, the Deschutes County 4-H & Extension Service District, and their members, trustees, officers, employees, independent contractors and agents and if I do, I cannot collect money. I agree that this Release is also binding on my heirs, assigns and personal representatives.

_____ I agree that if the Deschutes County 4-H Leaders' Association, Deschutes County, the Deschutes County Fair & Expo Center, the Deschutes County Fair Board, the OSU Extension Service, the Deschutes County 4-H & Extension Service District, and their members, trustees, officers, employees, independent contractors and agents are forced to defend any action, lawsuit or litigation by my employer, myself, any member of my family, my personal representatives, or my heirs, then my employer, heirs, family or personal representatives and I agree to pay the costs and attorney fees if the Deschutes County 4-H Leaders' Association, Deschutes County, the Deschutes County Fair & Expo Center, the Deschutes County Fair Board, the OSU Extension Service, the Deschutes County 4-H & Extension Service District, and their members, trustees, officers, employees, independent contractors and agents defends such action, lawsuit or litigation.

_____ This Release is intended to be as broad and inclusive as is permitted by law. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect.

_____ I have read and understand and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon the parties during the entire period of participation in the said program.

_____ I grant the Deschutes County 4-H Leaders' Association and persons acting through them, the rights to use, reproduce, assign, and/or distribute photographs, films, videotapes, and sound recordings of me for use in materials they may create.

_____ Date _____ Signature of participant is required

_____ Date _____ Signature of parent/guardian is required if participant is under the age of eighteen (18)

Participant Age: _____

Address _____ City _____ State _____ Zip _____

Person to Contact in Case of Emergency: _____

Home Phone: _____ Business or Cell Phone: _____