



Board of Directors

- Shon Rae
- Scott Douglass
- Jana Cain
- James Wells
- Steve Shropshire
- Tevin Preston
- Aaron Trudel
- Jacob Espinoza
- Dan Hill
- Kameron Neal
- Jeremy Lewallen
- Steve Geiger
- Jerry Regan
- Ryan Everist
- Rodney Cook II
- Laurie Best
- Katie Clason
- Darla Naugher
- Skylar Bush

James Crowell
Lifetime Trustee

Juliana Williams
Executive Director

**GREAT
FUTURES
START
HERE.**

**WAIVER OF
LIABILITY.**

ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Participant Name: _____

Waiver: In consideration of being permitted to participate in any way in any activity on the premises of the Boys & Girls Clubs of Bend's (BGCB) property during possession of the property, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue BGCB, its officers, employees, and agents for liability from any and all claims including the negligence of BGCB, its officers, employees and agents, resulting in the personal injury, accidents, or illnesses (including death) and property loss arising from but not limited to participation in any event on BGCB property. **I agree to provide BGCB with a certificate of liability insurance naming BGCB as additionally insured.**

Signature of Participant

Date

Assumption of Risks: Participation in athletic activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid harm or injury. The specific risks vary from one activity to another, but the risks range from: minor injuries, major injuries and catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these risks that are inherent while participating in athletic activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY and HOLD BGCB HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney fees brought as a result of my involvement in athletic activity on BGCB property and to reimburse both parties for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by law of the State of Oregon and that if any portion thereof is invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant

Date