

Lewis & Clark College
Office of Student Activities

2018 Campus Activities Board Carnival Release of Liability and Indemnity

THIS DOCUMENT HAS LEGAL SIGNIFICANCE. BY SIGNING IT, YOU GIVE UP LEGAL RIGHTS. READ IT CAREFULLY.

Participating in carnival rides and attractions present risks and potential injury. Please read this carefully to be aware of the potential risks and injury. Portland Party Works, Inc. owns and operates the carnival equipment, and is responsible for any injuries or damage resulting from the use of such equipment.

The undersigned, on behalf of myself, or minor participant, wishes to participate in the 2018 Campus Activities Board Carnival, which includes participating in typical carnival attractions and riding typical carnival rides (the "Carnival"). Lewis & Clark College (the "College") is willing to permit the undersigned participant in the Carnival but only in return for execution of this Release of Liability and Indemnity.

As an adult participant or guardian of a minor participant, I agree to the fullest extent allowed by law or myself and on behalf of the minor participant, if any, as follows.

1. I release the College and its trustees, employees, agents, directors and officers, and all other persons associated with the College including student event volunteers and independent contractors (the "Released Parties") from any and all claims which I, the participant or myself on behalf of the minor participant, or our respective estates or families may have for any loss (including personal injury, property damage, death or otherwise) arising in the whole or in part or in any way related to my (or the minor's) participation in the Carnival.
2. I further agree to indemnify (that is, defend and protect by payment or reimbursement including attorneys' fees and costs) each Released Party from any claim or loss brought by the minor participant, a co-participant, a rescuer, or any other person including a member of my (or the minor's) family, who may assert a loss associated with my (or the minor's) enrollment or participation in the Carnival.

IT IS THE INTENTION OF THE UNDERSIGNED BY THIS RELEASE TO FULLY EXEMPT, RELIEVE AND INDEMNIFY THE COLLEGE AND ITS TRUSTEES, OFFICERS, AGENTS, SERVANTS, EMPLOYEES, INSTRUCTORS, ASSISTANTS, STUDENTS, AND VOLUNTEERS FROM AND AGAINST LIABILITY FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING FROM THE UNDERSIGNED'S PARTICIPATION IN THE CARNIVAL.

The undersigned has read this release, understands its legal significance and that participation is an inherently dangerous activity, and agrees that this release shall be construed in accordance with, and governed by, College policies, and Oregon law.

In addition, the undersigned hereby authorizes the use and reproduction by the College, or anyone authorized by the College, of any and all photographs or other images taken of the undersigned, for purposes deemed appropriate by the College without compensation. The undersigned understands that these images may appear in a wide variety of formats and media now available to the College or that may be available in the future, including but not limited to print, electronic/online media, and video. The undersigned also acknowledges that all images are the property of the College.

CAUTION: READ BEFORE SIGNING!

(Signature of participant)

(Date)

(Print name of participant)

(Date)

(Parent/Guardian Signature – if participant is less than 18 years of age)

(Date)