



Oregon Nordic Club - Portland Chapter (ONC-PDX)

WAIVER AND RELEASE OF LIABILITY

In consideration of the permission to participate in activities of the Oregon Nordic Club - Portland Chapter (ONC-PDX), I agree to the following terms contained herein.

Oregon Nordic Club - Portland Chapter (ONC-PDX). In this waiver and release, reference to “ONC-PDX” is the Oregon Nordic Club - Portland Chapter, which is a nonprofit and volunteer run organization.

ONC-PDX Activities. ONC-PDX organizes and conducts a number of outdoor activities throughout the year. These activities typically include, but are not limited to: cross-country skiing, downhill skiing, backcountry skiing, snowshoeing, hiking, backpacking, and trail tending. The duration of these activities may vary in length from a few hours to multiple days. Any activity that I register for and participate in, includes all travel to and from the activity, and includes all primary and ancillary activities. I understand that participation in ONC-PDX activities is entirely voluntary and requires participants to follow activity organizer instructions and abide by all applicable rules established by the ONC-PDX.

Overview and Assumption of Risks. I know that participating in ONC-PDX activities, which include outdoor adventure and moderate to extreme physical exertion, are inherently dangerous and involve some degree of risk including without limitation, difficult terrain, wilderness risks, weather conditions, poor trails, and general risks of moving over snow and outdoor trails. In addition, there are risks from other people’s behavior and with respect to rustic housing (if applicable). **I understand and accept the risks of participating in any ONC-PDX activity.** In addition, I understand and represent the following when participating in an ONC-PDX activity:

- I am medically able and properly trained to participate in the activity.
- I will use the proper equipment, supplies and clothing for the activity.
- I accept that it is impossible to foresee or anticipate all of the potential hazards of outdoor activities, and that each participant, including myself, must make decisions for themselves while participating in the activity.
- I accept that, as a member of ONC-PDX, the activity will be led by volunteers.
- I have read and agree to ONC-PDX’s trip policies.
- I agree to accept any decision by ONC-PDX with respect to my ability to participate in the activity and I authorize ONC-PDX to provide emergency medical treatment, which it believes is necessary in its discretion.

Waiver and Release. In consideration of my participating in any ONC-PDX activities, and having read this waiver and release, and acknowledging all of the risks associated with ONC-PDX activities, I hereby for myself and anyone else who might assert a claim on my behalf, agree to waive, release and discharge ONC-PDX officers, members, volunteers, instructors, other participants, and agents from any and all claims or liability of any kind or nature whatsoever arising from my participation in any ONC-PDX activity, including negligent actions by ONC-PDX. Entries for a minor will only be accepted with the signature of a parent or legal guardian.

Indemnification. I agree to indemnify ONC-PDX officers, members, volunteers, instructors, other participants, and agents for any and all damages ONC-PDX incurs because of my actions, including without limitation: claims asserted by a minor for whom I have provided the waiver and release; injury to another person which I cause; claims from a medical provider who provides services to me as a result of my participation in the activity; all costs of defense by ONC-PDX with respect to my actions, including attorney fees prior to and during a legal action and any appeal.

Digital Imaging or Video. I hereby grant to ONC-PDX, and ONC-PDX reserves the right to use any digital imaging or video of me participating in any ONC-PDX activity for promotion and marketing of ONC-PDX and its events. I understand such images may be used in ONC-PDX brochures, newsletters, social media, posters, web pages, videos, or other promotional media. I forever release



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ONC-PDX from any liability relating to such digital imaging and video, and waive any right to compensation for use of the same. I understand I have no copyright for such digital imaging or video.

Communicable Diseases including COVID-19. I agree to abide by the club's COVID-19 policy, including vaccination. Participation includes possible exposure to and illness from infectious diseases, including, but not limited to MRSA, influenza, and COVID-19. The novel coronavirus ("COVID-19") is a contagious disease that has been declared a global pandemic by the World Health Organization. Although some individuals with COVID-19 may never become symptomatic or may not show symptoms for a period of time, COVID-19 can be life-threatening. COVID-19 spreads when an infected person breathes out droplets and very small particles that contain the virus. These droplets and particles can be breathed in by other people or land on their eyes, noses, or mouth. In some circumstances, they may contaminate surfaces they touch. People who are closer than 6 feet from the infected person are most likely to get infected. In addition, the Centers for Disease Control and Prevention have identified certain health factors that put individuals at higher risk for severe illness in the event they contract COVID-19. These health factors can be found at www.cdc.gov.

Name (PRINT) _____ Signature _____

Date: _____

FOR PARENTS/LEGAL GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION).

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless ONC-PDX officers, members, volunteers, instructors, other participants, and agents from any and all liabilities incident to my minor child's involvement or participation in any ONC-PDX activities, EVEN IF ARISING FROM THE NEGLIGENCE OF ONC-PDX, to the fullest extent permitted by law.

I further agree that participants of minority age may not participate in an ONC-PDX activity without the participation of their parent/legal guardian in the same activity. I understand that I am responsible for the obligations and acts of the participant on any ONC-PDX activity.

Minor's Name (PRINT) _____

Parent/Legal Guardian Name: (PRINT) _____

Address: _____ Emergency Phone # _____

Signature of Parent/Legal Guardian: _____

Date: _____