

Release for Participation in Raft Tug o' War

In exchange for participation in Raft Tug o' War (the "Activity"), organized by: Linn County, The Sweet Home Chamber of Commerce, and Sweet Home Swim Club located at Lewis Creek Park in Foster, OR ("Releasees"), I hereby agree as follows:

1. I and anyone claiming on my behalf release and forever discharge the Releasees and their affiliates, successors and assigns, officers, employees, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which I may have against the Releasees or any Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Activity ("Claims").
2. I understand that participation in the Activity involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the Activity.
3. I agree to indemnify the Releasees against any and all claims, actions, lawsuits, damages and judgments, including attorney's fees, arising out of or relating to my participation in the Activity.
4. This Release for Participation in Event or Activity ("Release") shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Releasees.
5. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. I have the authority to release the Claims and have not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Oregon.
6. I have carefully read and fully understand all the provisions of this Release and am freely, knowingly and voluntarily entering into this Release.

SIGNATURES

Signature of Participant

Date

Printed Name of Participant

Signature of Parent or Guardian
(If Participant is under 18)

Date