



SkidCar Training Program Waiver of Liability

I acknowledge that Deschutes County ("County") is willing to authorize me to participate and engage in the SkidCar Training Program on property owned or leased by the County. I understand that there are risks and dangers inherent with my performance of and participation in this activity, including but not limited to, possible property damage, personal injury, or death.

In consideration of the County's authorization for me to participate and engage in the County's SkidCar Training, I do for myself, my heirs, executors, successors, administrators, and assignees, hereby release and forever discharge in advance, my rights to sue or make any claim for damages due to negligence or carelessness against Deschutes County, its officers, directors, employees, agents or volunteers for any loss of property, injury, illness or death that I may suffer while participating in Deschutes County's SkidCar Training Program, and I expressly agree to save and hold harmless the County, its officers, directors, employees, and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description, including any and all federal and state claims, reasonable attorney fees, and expenses at trial which I have or may have a right to bring arising out of or related to my participation in the County's SkidCar Training Program, including but not limited to claims for any personal injury, death, death or property damage caused by an alleged act, omission, error, fault, mistake, or negligence of the County, its officers, directors, employees, agents, or volunteers.

If I have a pre-existing medical condition or injury that may affect my ability to participate in Deschutes County's SkidCar Training, I will bring it to the attention of Deschutes County Risk Management personnel prior to the training. I understand I may be required to obtain a Physician's Release to verify my ability to attend the training.

By my signature and execution of this form, I acknowledge and agree that I have read this Liability Waiver and understand the rights and claims that I am giving up.

This release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260-300, as those rights relate to defense and indemnification from any demand, claim, suit or action brought against me, or liability I may be subject to, or arising out of my participation or performance of activities associated with the County.

Participant Name (Print)

Participant Signature

Date

Parent/Guardian Signature of Minor

Date