

WAIVER and ASSUMPTION OF RISK, LIABILITY AND INDEMNIFICATION AGREEMENT

IMPORTANT: THIS IS A LEGAL DOCUMENT. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.

This Agreement must be completed by electronic signature within your registration form in order to participate in the activities associated with this program and course.

I, the undersigned, am the parent and/or legal guardian ("Parent/Guardian") of the minor ("Participant") I am registering.

TERMS AND CONDITIONS

I authorize the Participant to participate in the above program at Gilbert House Children's Museum and/or at its partner organization locations. I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program that may expose the Participant to illness, injury, or death. Parent/Guardian of Participant freely and voluntarily allows participation in the program with the knowledge of the danger involved and hereby agrees to assume and accept all risk of injury or death.

WAIVER, RELEASE, AND INDEMNIFICATION

Parent/Guardian of Participant understands and acknowledges that the Gilbert House Children's Museum (GHCM) and its partner organizations are not an insurer of Participant's behavior, actions or participation in the program, and that GHCM and its partner organizations assume no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of participation in the program activities. Parent/Guardian of Participant hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless GHCM and its partner organizations, and all of their officers, employees, board members, and agents (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the above named Program, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

Parent/Guardian of Participant agrees that the site of any lawsuit arising out of or related to participation in the Program shall be Oregon and that this Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without application of any principles of choice of law.

By signing this agreement, you are verifying the following:

1. Participant does not have any medical conditions that would prevent participation in Program.
2. Participant has adequate health insurance to cover the costs of treatment in the event of injury.

3. Parent/Guardian shall pay any attorney fees or costs incurred by the Gilbert House Children's Museum in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARENT/GUARDIAN OF PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT OR PARENT/GUARDIAN OF PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

Parent/Guardian Authorization: The person herein described has permission to engage in all program activities noted. I hereby give permission to GHCM and its partner organizations to seek emergency medical treatment on behalf of Participant. I am signing this Agreement on behalf of minor Participant. I acknowledge that I am the Parent/Guardian of the Participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Participant.