

**WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

In consideration of me being allowed to participate in any way in any **PORTLAND ULTIMATE FLYING-DISC FOUNDATION (PUFF)** activities, I agree:

1. I understand dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activities, and the conditions under which the activities take place. I understand the nature of **PUFF** activities and recognize my experience and capabilities and believe I am qualified to participate in such activities. I further acknowledge that I am aware that the activities will be conducted in facilities open to the public during the activities. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the activities.
  
2. I fully understand that: (a) **PUFF** activities involve risks and dangers of serious bodily injury, including, but not limited to, permanent disability, blindness, paralysis and death (“Risks”); (b) these Risks may result from the facilities or premises used for the activities or from my negligence; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such Risks and all responsibility for any and all other risks, losses, claims, costs, expenses and damages incurred as a result of my participation in the activities.
  
3. I hereby release, discharge, covenant not to sue, indemnify, and agree to hold harmless **PUFF**, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the activities takes place (each considered one of the “Releasees” herein) from all liability, claims, demands, losses, or damages on account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations and further agree that if, despite this release, I, or anyone on my behalf makes a claim against any of the Releasees named above, I will indemnify, save and hold harmless each of the Releasees from any reasonable legal fees and expenses, loss liability, damages or costs any Releasees may incur as the result of such claim.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

Printed Name of Participant

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Signature of Participant

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Date \_\_\_\_\_