

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND PARENTAL CONSENT AND INDEMNITY AGREEMENT

In consideration of my minor child being permitted to participate in any way in **PORTLAND ULTIMATE FLYING-DISC FOUNDATION (“PUFFY”)** sponsored Activities (“Activity”), I agree:

1. I understand the nature of the **PUFFY** activities and the Minor’s experience and capabilities and believe the Minor to be qualified to participate in such Activity. I further acknowledge that I and the Minor are aware the activity will be conducted in facilities open to the public during the Activity. I further agree and warrant and will instruct the Minor that if at any time the Minor believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activity.
2. I FULLY UNDERSTAND that: (a) **PUFFY** Activities involve risks and dangers of **SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, BLINDNESS, PARALYSIS, AND DEATH (“Risks”)**; (b) these Risks and dangers may be caused by the Minor’s own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes places, or **THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW**; (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 LOSSES, COSTS, AND DAMAGES incurred as a result of the Minor’s Participation in the Activity.
3. I HEARBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS **PUFFY**, their respective administrators, board members, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessor of premises on which the Activity takes place (each considered one of the “Releasees” herein) from all liability, claims, demands, losses, or damages on the Minor’s 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, the minor, or anyone on the Minor’s behalf makes a claim against any of the Releasees named above, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MANY INCUR AS THE RESULT OF ANY SUCH CLAIM.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AND THE MINOR 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.

MEDICAL RELEASE: Furthermore, in the event that my child becomes injured or ill during participation in the Activity, and I cannot be contacted, I give permission to qualified and licensed EMTs, physicians, paramedics, and/or other medical or hospital personnel to render treatment.

PHOTO RELEASE: Furthermore, I hereby release any and all rights to photographs and video taken during the Activity, by PUFFY or its agents, of my children or me. I understand that my child may be identified in pictures or video published in print, or posted to the internet, but only by first name, last initial, and school.

Name of Minor Child (please print)

Name of School

Graduation Year

Signature of Parent of Legal Guardian

Date

Emergency Phone Number(s)

Printed Name of Parent or Legal Guardian

Allergies and special medical conditions (for use by coaches and medical staff)