

## WAIVER, RELEASE, AND INDEMNITY AGREEMENT

I understand that participation in this activity involves certain risks, and I agree to assume all risk in such participation. I hereby waive and release, indemnify and hold harmless Portland Country Dance Community, Joyride, 1<sup>st</sup> Saturday Contra, 3<sup>rd</sup> Saturday Contra, Contra Remix, and hired teachers/callers (PORTLAND ENGLISH/CONTRA EVENTS) from any and all claims, demands, causes of action, damages or liability that I may have arising from or in any way related to my participation in activities, whether or not foreseeable. This waiver does not apply to any acts of gross negligence or intentional, willful, or wanton misconduct.

This waiver is made voluntarily by me on behalf of myself and my heirs, personal representatives, executor, or successors in interest.

We have recently been through a period of viral pandemic throughout the world. The virus has been declared extremely contagious and is believed to spread mainly from person-to-person contact. As a result, local, state, and federal authorities have made recommendations for indoor gatherings. I acknowledge that there exists some risk of infection in spite of these recommendations. I further acknowledge that PORTLAND ENGLISH/CONTRA EVENTS is following the mandates of appropriate governmental agencies in being allowed to conduct this event and on that basis, I assume that risk of participating in it.

I further confirm that I am sufficiently physically fit to participate in this activity of dancing and have not been advised to not participate by a qualified medical professional. I certify there are no health-related reasons that preclude my participation in PORTLAND ENGLISH/CONTRA EVENTS's dance activities.

In consideration of PORTLAND ENGLISH/CONTRA EVENTS permitting me to participate in this event/activity, I hereby certify:

- 1) I voluntarily agree to assume all risks of disability, injury, illness, or even death, property damage, claim or expense of any kind that I experience in connection with participation;
- 2) I hereby waive release and discharge PORTLAND ENGLISH/CONTRA EVENTS of any and all liability incurred in such participation;
- 3) I indemnify, hold harmless and promise not to sue PORTLAND ENGLISH/CONTRA EVENTS from any and all liabilities or claims made as a result of such participation

By signing below, I acknowledge that I have read this waiver and understand its import and voluntarily agree to its terms. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect. I declare under penalty of perjury under the laws of the State of Oregon that I am eighteen (18) years of age or older and fully competent to sign this agreement.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_