



ALBANY CONVENTION & VISITORS ASSOCIATION

Assumption of Risk and Release of Liability Form Related to Volunteer Work

PLEASE READ CAREFULLY BEFORE SIGNING. THIS RELEASE AND LIABILITY WAIVER IS A CONTRACT BETWEEN YOU AND ALBANY CONVENTION & VISITORS ASSOCIATION, A NONPROFIT CORPORATION WITH 501 (c)(6) TAX-EXEMPT STATUS. IT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. THIS RELEASE COVERS ALL VOLUNTEER WORK AND ACTIVITIES OF ANY SORT ("ACTIVITIES") THAT YOU PARTICIPATE IN DURING THE YEAR IN WHICH YOU SIGN THIS RELEASE.

Thank you so much for volunteering with Albany Convention & Visitors Association! We could not provide our wonderful services, fostering local experiences and growing tourism, without our volunteers. We do require all our volunteers to carefully read, understand, and sign this Release; we want you to be fully aware of the potential risks of volunteering for us.

By signing this form, you acknowledge that you wish to contribute your services to Albany Convention & Visitors Association ("Organization") and that you are freely volunteering to provide those services without compensation. In return for being allowed to volunteer your services, which you agree is adequate consideration for this Release, you, the undersigned person, hereby agree as follows:

- I. NATURE OF THE VOLUNTEER WORK.** Volunteering in the Organization's Activities involves, but is not limited to: serving at the welcome booth at the expo center and the Santiam Rest Area, sharing information with visitors at events, and helping with office tasks.
- II. ASSUMPTION OF RISKS.** Volunteering in Albany Convention & Visitors Association's Activities involves risks. It is not possible to compile a complete listing of the risks, however, they include the possibility that you may suffer serious, even fatal, injury or illness. By signing this you agree that you understand that the risks may include but are not limited to: (1) minor injuries such as scratches, bruises, and sprains, (2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions, (3) contracting COVID-19 and/or other dangerous viruses, (4) catastrophic injuries including paralysis and death. By signing this form, you acknowledge that the challenges and potential benefits of your participation in Activities have been explained to you AND THAT, to the best of your knowledge, you are in good physical condition, and you are not aware of any physical or physiological conditions which would place you at risk to participate in any way in Activities. You also acknowledge that you voluntarily, knowingly, and freely assume, and take full responsibility for all risks, known and unknown, related to your participation in Activities, and you further acknowledge that you are entirely responsible for deciding whether to participate in any Activities with Albany Convention & Visitors Association and for deciding in which Activities you can safely participate.
- III. YOU RELEASE ALL CLAIMS AGAINST ALBANY CONVENTION & VISITORS ASSOCIATION AND THE PERSONS LISTED IN PARAGRAPH IV.** You hereby agree for yourself and for your heirs, relatives, representatives, estate, agents, and assigns, to release and forever discharge Albany Convention & Visitors Association and its

directors, officers, members, staff, employees, volunteers, agents and representatives, and any others who participate in the Activities of, or who volunteer for, or perform work for, Albany Convention & Visitors Association (together the "Released Parties") from any and all demands or claims for damage or injury, from any cause of suit or action, known or unknown, that you may have against the Released Parties and for any and all harm or damage to my health in any manner resulting from or arising out of my volunteer activities that is not caused by the gross negligence, wanton or willful misconduct, or reckless or intentional acts of the Released Parties. The Released Parties shall not be liable for any injury or loss that occurs while traveling to or from Activities, or from place to place during the Activities, whether by Albany Convention & Visitors Association's vehicle, your vehicle, or another participant's or volunteer's vehicle, including as a result of negligence by the Released Parties other than that which results from gross negligence, wanton or willful misconduct, or reckless or intentional conduct.

IV. THE FOLLOWING ORGANIZATIONS AND PERSONS ARE COVERED BY THIS FULL RELEASE. The persons and organizations covered by this Full Release include: Albany Convention & Visitors Association and its directors, officers, members, staff, employees, volunteers, agents and representatives, and any others who participate in the Activities of Albany Convention & Visitors Association, or who volunteer for, or perform work for, Albany Convention & Visitors Association.

V. IF YOU CAUSE DAMAGE TO ANY ACTIVITY SITE, YOU AGREE TO PAY FOR ITS REPAIR. If you cause damage to the Activities site (including damage to a building structure, equipment, or natural features such as trees and slopes), regardless of what entity or individual owns the Activities site, you agree that you will pay all costs and expenses associated with its repair or replacement ("Repair Costs"), including the costs of collection of the Repair Costs, which may include court costs and attorneys' fees.

VI. SUFFICIENT REVIEW. By signing this Release, you attest that you have had sufficient time to read this entire document and consult with legal counsel prior to signing, should you choose to. You understand that this activity may not be made available to you if you choose not to sign this Release.

VII. SEVERABILITY. If any provision of this Release, or the application of a provision to any person or circumstance, is held invalid, the remainder of this Release, or the application of that provision to other persons or circumstances, must not be affected thereby.

VIII. GOVERNING LAW. This Release shall be governed by the laws of OREGON. Any legal claims or lawsuits related to the participation in the Activities shall take place in courts located in LINN COUNTY, OREGON. Nothing in this article shall preclude the parties from attempting to resolve conflicts through mediation or arbitration.

IX. IF YOU ARE A PARENT OR LEGAL GUARDIAN OF ANY PARTICIPANT OR VOLUNTEER WHO IS YOUNGER THAN 18 ("CHILD"), YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS ON BEHALF OF YOUR CHILD. If you are the parent or legal guardian of a Child, YOU ASSUME ALL RISKS AND RELEASE ALL CLAIMS on behalf of your Child and your Child's heirs, assigns, personal representatives, and next of kin in the same way and to the same extent as you do for

yourself in this Release. Further, wherever the terms "I," "me," "my," "myself," "you," or "your," are used in this Release, those terms shall be interpreted to cover the Child participant or volunteer for whom you are signing.

THIS RELEASE IS INTENDED TO PROTECT THE PARTIES IN PARAGRAPH IV FROM LIABILITY FOR INJURIES TO YOU AND YOUR PROPERTY TO THE MAXIMUM EXTENT ALLOWED BY LAW.

The undersigned has/have read this Release and understand(s) its terms. This Release is executed freely and voluntarily, with full understanding that the undersigned is/are giving up substantial legal rights.

Print Full Name: _____

DL # / Age: _____ / _____

Signature: _____

Date: _____

Parent/Legal Guardian (in addition to signature of Participant above, if above signed is a minor):

I have read and I understand this Release, and I am signing it voluntarily.

I am the parent or legal guardian of:

Print Full Name of Minor: _____

DOB/ Age:

_____ / _____

Print Full Name of Parent/Guardian: _____

DL #: _____

Signature of Parent/Guardian: _____

Date: _____