

**EMPLOYEE LIABILITY WAIVER AND RELEASE FORM
FEDERAL AND STATE CLAIMS**

(ALL BLANKS MUST BE FILLED IN)

ACTIVITY (Be specific): Use of Exercise Equipment, Showers and Dressing Facilities

(Please Print Information)

Name: _____

Address: _____

City/State: _____

Zip Code: _____

Phone: _____

READ CAREFULLY!!!

BY SIGNING THIS FORM, YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS THAT YOU MAY HAVE IF YOU ARE INJURED OR YOUR PROPERTY IS DAMAGED DURING THIS ACTIVITY.

I acknowledge that the Oregon Military Department (Agency) is willing to authorize me to participate and engage in activities associated with Agency and on property owned or leased by the State of Oregon. I acknowledge that Agency's authorization extends only to myself and does not cover any activity not mentioned in this waiver and release form. I understand that there are risks and dangers inherent with my performance of and participation in these activities, including but not limited to, possible property damage, personal injury, or death.

In exchange for Agency's authorization for me to participate and engage in the activities, I EXPRESSLY AGREE TO FOREVER WAIVE AND GIVE UP ALL CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION, INCLUDING ANY AND ALL FEDERAL AND STATE CLAIMS, REASONABLE ATTORNEY'S FEES, AND EXPENSES AT TRIAL (COLLECTIVELY "CLAIMS") WHICH I HAVE OR MAY HAVE A RIGHT TO BRING AGAINST ANY AGENCY, THE STATE, OR THEIR AGENTS, OFFICIALS, EMPLOYEES ARISING OUT OF OR RELATED TO MY PARTICIPATION AND PERFORMANCE OF THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF AGENCY, THE STATE OF OREGON, AND THEIR OFFICERS, EMPLOYEES AND AGENTS.

I further agree that the provisions of this **Liability Waiver and Release from Federal and State Claims** shall be effective and binding upon my heirs, executors, administrators, successors, assigns, beneficiaries, or delegates and shall inure to the benefit of Agency, the State of Oregon, and their officers, employees and agents.

By my signature and execution of this form, I acknowledge and agree that I have read this **Liability Waiver and Release from Federal and State Claims** and understand the rights and claims that I am giving up. I, FOR MYSELF, AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS, BENEFICIARIES, OR DELEGATEES, HEREBY RELEASE AND FOREVER DISCHARGE AGENCY, THE STATE OF OREGON, AND THEIR OFFICERS, EMPLOYEES AND AGENTS, FROM ANY AND ALL DEMANDS AND CLAIMS, KNOWN OR UNKNOWN, THAT I HAVE OR MAY HAVE AGAINST AGENCY, THE STATE OF OREGON, AND ITS OFFICERS, AGENTS OR EMPLOYEES FOR ANY AND ALL HARM OR DAMAGE TO MY HEALTH OR PROPERTY IN ANY MANNER RESULTING FROM OR ARISING OUT OF MY PARTICIPATION IN AND PERFORMANCE OF ACTIVITIES ASSOCIATED WITH AGENCY.

This release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260-300, as those rights relate to defense and indemnification from any demand, claim, suit or action brought against me, or liability I may be subject to, or arising out of my participation or performance of activities associated with Agency.

Signature: _____ **Date:** _____