Willamette University Outdoor Activities
Waiver of Liability, Indemnity Agreement, & Assumption of Risk

Waiver: In consideration of permission to participate, today and on all future dates, the property, facilities and services of the Willamette University Outdoor Activities (WUOA), I, on behalf of myself, my heirs, personal representatives, or assigns, do hereby release, waive, discharge, and covenant not to sue WUOA, its directors, officers, employees, student volunteers, independent contractors, administration, or trustees from liability from any and all claims arising from the ordinary negligence of WUOA or any of the aforementioned parties. This agreement applies to personal injury including paralysis or death, from accidents or illness arising from participating in WUOA activities including, but not limited to, organized activities, classes, observation, and individual use of facilities, premises, or equipment; and to any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification and Hold Harmless: I also agree to HOLD HARMLESS AND IMDEMNIFY WUOA from all claims resulting from ordinary negligence and to reimburse them for any expenses incurred as a result of my involvement with the WUOA. I further agree to pay all costs and attorneys’ fees incurred by WUOA in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that WUOA is not responsible for the injury or loss.

Severability & Venue: The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, I agree that if legal action is brought, it must be brought in Marion County, Oregon.

Acknowledgment of Understanding: I have read this waiver of liability and indemnification agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to compensation for injury. I acknowledge that I am signing the agreement voluntarily, and intend my signature to be a complete and unconditional release of all liability for ordinary negligence to the greatest extent allowed by law in the State of Oregon.

Assumption of Risks: Physical or outdoor activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. WUOA has limited facilities for many outdoor activities such as hiking, backpacking, nordic & alpine skiing, spelunking, rafting, paddling, hiking at altitude, mountain climbing and rock climbing. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but in each activity the risks range from minor injuries such as scratches, scrapes, insect bites and stings, bruises and sprains to major injuries such as loss of sight, joint or back injuries, skeletal breaks, tissue tears, burns, concussions, and heart attacks to catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know the nature of the activities within this WUOA activity I am registered for, and I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries which may occur as a result of activities made possible by WUOA. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Acknowledgment of Understanding: I have read this assumption of risk and fully understand its terms. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to signify a complete assumption of the inherent risks of participating in or observing outdoor recreational activities from WUOA to the greatest extent allowed by law in the State of Oregon.