

**ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY**

|                                                    |                                                       |                       |
|----------------------------------------------------|-------------------------------------------------------|-----------------------|
| Activity:<br>MASTER GARDENER™ - Related ACTIVITIES | Group:<br>LINCOLN COUNTY MASTER GARDENER™ Association | Date(s):<br>2025/2026 |
|----------------------------------------------------|-------------------------------------------------------|-----------------------|

Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Please read both sides of this page. Sign and return this form to:

Stormi Dykes 1211 SE Bay Blvd Newport, OR 97365 541-574-6534

(INSERT Department contact name, address and phone number)

**If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.**

I, the undersigned, am aware that participation in the Activity (hereafter referred to as **ACTIVITY**) described above may include activities that may cause injury, illness, and be dangerous. I acknowledge that participation in this **ACTIVITY** has the following non-exhaustive list of particular activities that bear risk and danger and from which bodily injury and illness, up to and including death, may occur (INSERT activities below):

**With full knowledge of the facts and circumstances surrounding the ACTIVITY, I voluntarily participate in the ACTIVITY and assume the responsibilities and risks resulting from my participation, including all risk of property damage and injury or illness to others and to myself.** I agree to comply with all of the rules and conditions of participating in the **ACTIVITY**. I have adequate applicable insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in the **ACTIVITY**, or otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my participation in the **ACTIVITY**. I will indemnify, defend and hold harmless Oregon State University, its officers, trustees, agents and employees (hereafter referred to as **UNIVERSITY**) with respect to any and all claims, injuries, illnesses, and costs associated with my participation in this **ACTIVITY**.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with this **ACTIVITY** or around this **ACTIVITY**, regardless if occurring before, during or after the period of the **ACTIVITY**. I will conduct myself in a manner that is considerate of other participants and in accordance with **UNIVERSITY** Rules and Regulations (**including Code of Student Conduct, when applicable**) and with any federal, state, city and other applicable laws or rules where the **ACTIVITY** is occurring. If this **ACTIVITY** is an off-campus **UNIVERSITY** sponsored event, such as field trips, conferences, research, experiential learning, extension of classroom learning, etc., I understand that conduct not acceptable in the classroom setting is not acceptable during this **ACTIVITY** and will be handled in accordance with the Student Conduct Regulations. In addition, I understand that if I travel to the **ACTIVITY** with a **UNIVERSITY** group and/or advisor, I will return with the group unless prior arrangements have been made with the **UNIVERSITY** faculty/staff who is supervising the **ACTIVITY**.

I recognize and acknowledge that the **UNIVERSITY** may record my participation and appearance in **ACTIVITY** on any recorded medium including, but not limited to video, audio, photos (collectively "recordings") for use in any form (including, but not limited to print, websites, blogs, internet, social media). I authorize such recording and release **UNIVERSITY** to use my name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or in part without restrictions or limitations for any educational or promotional purpose. If you would like to opt out of this section, please request the Photo Opt Out Release.

I am aware that if I provide a vehicle not owned and operated by the **UNIVERSITY** for transportation to, at, or from the **ACTIVITY** site, or if I am a passenger in such a vehicle, the **UNIVERSITY** is not responsible for any damage or injury caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled **ACTIVITY**, regardless if occurring before, during or after the period of the **ACTIVITY**.

**To the extent permitted by law, and in consideration for being allowed to participate in the ACTIVITY, I hereby save, hold harmless, discharge and release the UNIVERSITY from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the ACTIVITY, whether caused by the negligence or carelessness of the UNIVERSITY or otherwise (but excluding gross negligence, reckless or intentional conduct).**

**It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the UNIVERSITY from any claim by the aforementioned parties arising out of my participation in the ACTIVITY.**

This agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument.

COMPLETE BOTH SIDES OF THIS FORM

Insurance and Risk  
Management Services  
(541) 737-7252  
risk.oregonstate.edu  
Page 2 of 2

I hereby certify that, with or without accommodation,\* I have no health-related reasons or problems that preclude or restrict my participation in the ACTIVITY. I hereby consent to and understand myself to be solely responsible for the cost of first aid, emergency medical care, and, if necessary, admission to a medical facility for executing such care or treatment for injuries or illnesses that I may sustain while participating in any activity associated with the ACTIVITY.

(INSERT Department contact name and phone number)

**Participants who are not 18 years of age or older must sign and also must obtain the signature of a parent or legal guardian:** I certify that I am the parent or legal guardian of the below-named participant in the ACTIVITY. On behalf of myself and my spouse, partner, co-guardian or any other person who claims the participant as a dependent, I have read the above agreement, I understand the contents of this Acknowledgement of Risk and Waiver of Liability, assent to its terms and conditions, and sign this Acknowledgement of Risk and Waiver of Liability of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependent's participation in the ACTIVITY, and I hereby give my consent to participation by my dependent in the ACTIVITY, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the UNIVERSITY from and against all claims, demands or suits that my dependent has or may have.

[illegible]

**COMPLETE BOTH SIDES OF THIS FORM**