
Central Oregon Geoscience Society (COGS)

(An Oregon NonProfit Corporation)

Participant's Acceptance of Risk, Personal Responsibility & Liability Release (Waiver)

Please Read This Carefully Before Signing as It Affects Your Legal Rights

Covid-19 Safety Protocols

By signing this waiver you are certifying that you have read the COGS Covid-19 Safety Protocols (posted on COGS website and included with field trip informational emails) and meet the vaccination requirements and agree to comply with the procedures.

Activities:

Central Oregon Geologic Society geology field trips and other activities sponsored by COGS (collectively "COGS events", or individually "COGS event") are potentially dangerous and may subject participants to risk of accident, injury or death. **Central Oregon Geoscience Society** would not sponsor COGS events without first obtaining participants' releases of the Central Oregon Geoscience Society and its officers, directors, employees, contractors, agents, volunteers, participants, and representatives (collectively referred to in this Agreement as "**COGS**"). In consideration of COGS allowing me to participate in COGS events as a participant and/or volunteer, the undersigned on behalf of myself and my heirs, assigns, dependents, personal representative and estate hereby acknowledges and agrees as follows:

1. ACKNOWLEDGEMENT OF RISK

I understand and acknowledge that the COGS event(s) I desire to engage in as a participant and/or volunteer bears certain known and unknown risks which **could result in injury, death, illness or disease, physical or mental damage** to myself, to my property, or to COGS, or other persons. By **way of example and not limitation** "risks" include the following:

(1) the nature of the COGS event itself ; (2) the acts, omissions, or negligence, of COGS, and other persons or entities; (3) known, unknown, latent or apparent defects in equipment or property supplied by COGS, or other persons or entities; (4) use or operation, by myself or others, of equipment supplied by COGS, or other persons or entities; (5) acts of COGS officers, directors, employees, contractors, agents, volunteers, representatives, and COGS event participants or other persons; (6) weather conditions, including storms and lightning, rain, hail, snow and sub-freezing temperatures and/or heat and wind; (7) contact with plants, animals or other organisms; (8) my own physical condition, or my own acts or omissions; (9) condition of roads, trails, waterways or terrain, and accidents connected with their use; (10) first aid, emergency treatment or other services rendered; (11) altitude related illnesses or atmospheric phenomenon; (12) consumption of food or drink; (13) injuries related to travel or hiking cross country or over trails or roads that may be rough, slippery, or steep, and also including without limitation movement of snow, ice, rock, soil, mud, or vegetation; and (14) illness, injury, death, or damage which may occur during the course of transportation to, from, or during any COGS event.

I understand and acknowledge that the above list is not complete or exhaustive and acknowledge other risks that may also result in serious injury, death, illness or disease, damage to myself, to my property, or to spectators or other third persons. I expressly accept those risks not specifically listed above as well.

2. ACCEPTANCE OF RISK AND RESPONSIBILITY

Being aware that COGS events entail risks of injury to myself and a risk of injury to other persons, I knowingly and freely release COGS from liability related to death, injury or damages I may suffer, and assume all such risks, both known and unknown, even risks arising from the negligence of COGS or others. I agree to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, or to my property arising from my participation in COGS event(s). I accept and assume all responsibility and risk for illness, injury, death, or damage to myself or my property which may occur during the course of transportation to, from, or during COGS events. I willingly assume all responsibility and risk for injury, death, illnesses or disease, or damage to my property or the property of other persons arising from my participation in COGS events. My participation in COGS events is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of risks.

3. COMPLIANCE WITH TERMS OF PARTICIPATION

I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of the COGS event leader or other official. I also agree to comply with the rules and regulations of the owners of property that the COGS event participants may visit.

4. CONSENT TO USE OF PHOTOGRAPHS

By participating in or attending any COGS event, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connection to the same.

5. MEDICAL INFORMATION

I understand and acknowledge that COGS events commonly take place at locations where medical services and treatment are not readily available. I accept and assume all responsibility and risk for illness, injury, death or damage to myself or my property which may result as a consequence of medical services and treatment not being readily available. In the event of my illness or injury related to my participation in a COGS event, I hereby consent in advance to whatever medical or surgical diagnostic and/or restorative procedure or treatment is considered necessary in the judgment of the attending physician, medical technician or other person furnishing medical services. I understand and acknowledge that COGS trip organizers and leaders may not be trained or equipped to render first aid and I

have informed them of any medical condition(s) that might affect my participation. I agree not to have in my possession or take any alcohol, tobacco or controlled substances during my participation in any COGS event.

6. RELEASE

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby voluntarily release and forever discharge COGS from any and all liability, claims, demands, or actions, which are related to, arise out of, or are in any way connected with my participation in COGS events, **including specifically but not limited to the negligent acts or omissions off COGS**, for any and all injury, death, illness or disease, and damage to myself or my property. I further agree, promise and covenant to hold harmless and indemnify COGS **from all defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to COGS or other persons in the course of my participation in COGS events.** I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against COGS for any injury, death, illness or disease, or damage to **myself or to my property**, arising from or connected with my participation in COGS events. **This Waiver remains in effect until COGS delivers to the undersigned COGS' written notice acknowledging termination.**

7. ACKNOWLEDGEMENT OF EFFECT OF THIS WAIVER

I understand and acknowledge that by signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against COGS including, but not limited to, rights arising from or claims for the acts or omission, negligence of COGS, or other participants. I understand and acknowledge that by signing this document, I have assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by other persons against me as a result of my participation in COGS events.

8. PARTICIPANT INSURANCE

I understand and acknowledge that COGS will not provide medical insurance benefits to me for injuries related to COGS events. I certify that I have sufficient health, accident and liability insurance to cover any bodily injury or property damage I may incur while participating in this COGS event and to cover bodily injury or property damage caused to another person in the course of or as a result of my participation in a COGS event. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability. If participating in a car pool, it is up to each participant to verify the driver has adequate car and liability insurance and driving ability.

9. DISPUTES

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon, USA, without regard to principles of conflicts of laws. I hereby submit to the exclusive jurisdiction of the courts of the State of Oregon or in the US District Court for the District of Oregon with respect to any matter or dispute arising out of or relating to all and any of my agreements with COGS, and/or any act or omission of COGS, and venue for any such dispute shall be in the Circuit Court of Oregon for the county of Deschutes, Or the US District Court in Eugene, Oregon. If any phrase or clause in this Agreement is deemed to be unenforceable, the remaining language shall nonetheless remain in full force and effect. In the event of any dispute between COGS and me or my representatives arising out of this Agreement, or in any other way relating to my involvement in COGS activities, the substantially prevailing party shall be paid by the other party its reasonable costs and expenses (including attorney fees and expert fees) incurred in the dispute, including such costs, fees, and expenses on appeal.

10. ENTIRE AGREEMENT

I understand that this is the entire agreement between myself and COGS and that it cannot be modified or changed in any way by representations or statements of any officer, employee, director, agent or representative of COGS.

I HAVE READ (both pages) THIS PARTICIPANT'S ACCEPTANCE OF RISK, PERSONAL RESPONSIBILITY & AND LIABILITY RELEASE. I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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| _____ | _____ | _____ |
| Participant's Signature | Participant's Printed Name | Date |
| _____ | _____ | _____ |
| Parent/Guardian Signature | Parent/Guardian Printed Name | Date |
| _____ | _____ | _____ |
| Full Address | Emergency Contact/Phone #'s | |
| _____ | | |
| Event Name/Date | | |