

**Event: The Royal Rosarians Milk Carton Boat Race**

**Waiver**

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

**Milk Carton Boat Race - June 23, 2019 Westmoreland Park Casting Pond, Portland, Oregon**

**PARTICIPANT WAIVER AND RELEASE FORM**

Please read the waiver and release and check the box below to agree to the terms.

In consideration of being allowed to participate in the Milk Carton Boat Race on June 25, 2017, at Westmoreland Park (the "Event") and by indicating my acceptance, I agree as follows:

Waiver of Liability and Photo Release I hereby release The Royal Rosarians, Oregon Dairy Products Commission, Oregon Dairy and Nutrition Council, the City of Portland, the Portland Rose Festival Foundation, all sponsors, exhibitors and all municipal agencies whose property or personnel are used in the Event and any other sponsoring or co-sponsoring entity of the Event, their employees, officers, directors, volunteers and agents (collectively; the "Released Parties") from all claims or liabilities of any kind arising out of my participation, or the participation of any Registered Party, or both, in the Event. I additionally permit the Released Parties to use my name and pictures, and the name and pictures of any Registered Parties, in broadcasts, telecasts, newspapers, brochures, and other similar recordings to promote the Event. I certify all information provided in this form is true and complete. Authority to Release and to Act as Agent. I represent and warrant that I have full legal authority to complete this Participant Waiver and Release Form (the "Agreement and Waiver") for myself and on behalf of any party I am registering (the "Registered Parties").

If I am registering a child under the age of 18 or an incapacitated adult, I represent and warrant that I am the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, I agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, I agree and consent to the collection of that child's information I provided for the purposes of registration.

I hereby warrant that all participants associated with the signing of this waiver are at least three feet eight inches tall, 7 years of age and in proper physical condition for safe participation in the Event.

**Assumption of Risks. I UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. I UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND WATERS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. I UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT /AND ANY REGISTERED PARTY THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF MYSELF OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CONVEYANT NOT TO SUE THE RELEASED PARTIES FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY MYSELF OR ANY REGISTERED PARTY BY INDICATING MY ACCEPTANCE OF THIS AGREEMENT AND WAIVER, I AFFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM ENTERING INTO THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BYLAW.**

**THE ROYAL ROSARIANS REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")**

**1. Authority to Register and/or to Act as Agent. You represent and warrant to The Royal Rosarians that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties " ), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, The Royal Rosarians refers to The Royal Rosarians and any and all affiliated entities and its officers, employees, contractors, subcontractors and agents. If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.**

**2. Waiver. YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAYBE HELD OVER PUBLIC ROADS AND FACILITES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT**

RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CONVENANT NOT TO SUE THE ROYAL ROSARIANS FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Name  
(Please print legibly.)

\_\_\_\_\_  
Age

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

(If under 18 years old, Parent or Guardian must also sign.)