



# Convention Waiver, Release, Assumption of Risk and Indemnity

Event: \_\_\_\_\_

I understand and agree that neither the Oregon-California Trails Association (OCTA), its directors, officers, employees, and agents, and representatives, nor, to the extent legally permissible, any private or public (state or federal or instrumentality of either) landowner or tenant or licensee in possession of any land, and their respective agents and employees, on or over which any tour, field trip, or outing of OCTA or any of its Chapters takes place, or through which it travels, shall have any responsibility or liability, in whole or in part, for any loss, damage, injury to person or property, delays, delayed departures or arrivals, missed carrier connections, cancellations, changes in schedules, programs, or itinerary, or mechanical defects or failures, or for any negligent act or omission of any nature whatsoever which results from, or arises out of, or occurs at, during or in connection with any of the activities, programs, tours, field trips, or outings of OCTA or any of its Chapters (which may involve or include primitive or pristine conditions), or any accommodations, transportation, food or other services or facilities furnished or supplied in connection with the same, or any changes or substitutions therefore or of common carrier equipment, or for any additional expenses occasioned thereby or any liability sustained or incurred as a result of any of the foregoing.

I understand further that by registering at, attending or participating in any such activity, program, tour, field trip or outing I shall be bound by the foregoing and deemed to have consented and agreed to the same by such registration, attendance, or participation.

For the above purpose I hereby waive, release and discharge any and all claims for any or all of the above against the designated entities and persons which I may have or which hereafter may accrue to me by reason or as a result of my said registration, attendance, or participation in any such activity, program, tour, field trip or outing, and I hereby assume the risks thereof and agree to release and hold harmless all of the designated persons and entities who might otherwise be liable to me or my heirs or assigns, even though any such claim may arise out of or as the result of negligence or carelessness on the part of the designated persons or entities.

I also agree and understand that this waiver, release, assumption of risk and indemnification shall be and is binding on my heirs and assigns.

In attending and participating in any such activity, program, tour, field trip or outing, I agree to comply with and follow the directives, restrictions and requirements of those conducting or leading the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

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