

HOLD HARMLESS AND LIABILITY WAIVER AGREEMENT

This **HOLD HARMLESS AND LIABILITY WAIVER AGREEMENT** (this “Agreement”) is made by and between the Lane Community College (hereinafter, “LCC”) of 4000 E. 30th Avenue, Eugene, OR 97405 and the below named student, volunteer, or participant. Lane Community College and the Individual above are sometimes individually referred to as “Party” and collectively referred to as the “Parties”.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, LCC and the below signed student, volunteer, or participant thereby agree as follows:

TERMS

1. **Waiver of Liability.** I acknowledge that LCC is willing to authorize me to participate and engage in activities (“Activities”) associated with LCC. Activities may include, but are not limited to, program, event, field trip, functions, high-risk activities, workshops or other instances. These activities may occur on property owned or leased by LCC, or at a separate location. I understand that there are risks and dangers inherent with my performance of and participation in these Activities, including but not limited to, possible damage to my personal property. In exchange for LCC’s authorization to participate and engage in the Activities, I expressly agree to save and hold harmless LCC and its trustees, officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description, including any and all federal and state claims, reasonable attorney’s fees, and expenses at trial (collectively, “claims”) which I have or may have a right to bring against any LCC or its trustees, officers, agents, officials, or employees arising out of, or related to, my participation and performance of the activities, including but not limited to claims for any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of LCC and its trustees, officers, employees and agents. I further agree that the provisions of this agreement shall be effective and binding upon my heirs, executors, administrators, successors, assignees, beneficiaries, or delegates and shall inure to the benefit of LCC and its trustees, officers, employees and agents. By my signature and execution of this form, I acknowledge and agree that I have read this agreement and understand the rights and claims that I am giving up. I, for myself, and on behalf of my heirs, executors, administrators, successors, assigns, beneficiaries, or delegates, hereby release and forever discharge LCC and its trustees, officers, employees and agents, from any and all demands and claims, known or unknown, that I have or may have against LCC and its trustees, officers, agents or employees for any and all harm or damage to my health or property in any manner resulting from, or arising out of, my participation in, and performance of, activities associated with LCC. This release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260-300, as those rights relate to defense and indemnification from any demand, claim, suit or action brought against me, or liability I may be subject to, or arising out of my participation or performance of Activities associated with LCC.

2. **Hold Harmless.** I shall defend, indemnify, and hold harmless LCC from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of myself, my personnel, employees, agents, contractors, or volunteers in connect with or arising out of my actions. This indemnification applies

to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to LCC for all legal expenses and costs incurred by it.

3. **Amendment; Modification.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

6. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8. **Applicable Law.** This Agreement shall be governed by the laws of Oregon.

9. **Signatories.** This Agreement shall be made on behalf of Lane Community College and signed by an authorized signatory and on behalf of the student, volunteer, or participant by themselves if they are over 18 years of age or by their parents if the student, volunteer, or participant is not 18 years of age or older, and effective as of the date written below.

INDIVIDUAL AND PARENT SIGNATURES

Student, Volunteer, or Participant

Signature: _____

Name: _____

Date: _____

Parent (if under 18 years of age)

Signature: _____

Name: _____

Date: _____