

Salemtowne Civic Association
COMMON FACILITIES USE – RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY. BY SIGNING THIS DOCUMENT, YOU CHOOSE TO WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

By signing below, I hereby agree to the following conditions for my Salemtowne Civic Association community facilities (“Community Facilities” means the golf course, exercise room, clubhouse, and any other common facilities of the Salemtowne Civic Association) and intend and choose to give up to the legal rights described herein.

1. This Release and Waiver of Liability is in addition to, and is intended to supplement, any waiver I have previously executed relating to my use of any of the Salemtowne Civic Association Common Facilities, and any such prior waiver remains in force and effect.
2. I hereby forever release and covenant not to sue the Salemtowne Civic Association, its officers, directors, managers, employees, instructors, volunteers, agents, and successors, from any and all present and future claims resulting for property damage, personal injury, or wrongful death, arising as a result of my use of Community Facilities and any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims both present and future, that may be made by me, my family, estate, heirs, estate or assigns, and I relinquish on behalf of myself, spouse, heirs and assigns the right to recover for injury or death.
3. I am aware that my use of the Community Facilities presents the risk of injury. I agree to accept any and all risk of personal injury, illness, or death arising from my use of the Community Facilities.
4. I agree to abide by all laws, rules, and regulations applicable to the Community Facilities, including those adopted by the Salemtowne Civic Association.
5. I agree that if I, or my guest, violate any law, rule, or regulation applicable to the Community Facilities, my access to those facilities may be revoked, and I will be subject to additional rules enforcement action by the Association pursuant to its governing documents.
6. I further agree to indemnify and hold harmless Salemtowne Civic Association, its officers, directors, managers, employees, instructors, volunteers, agents, assigns, and successors for any and all claims arising as a result of my use of common facilities or any activities incidental thereto, wherever, whenever, or however the same may occur. I understand that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.
7. If I am at least 18 years of age, I affirm that by signing this agreement solely and freely. If I am under 18 years of age, I will also obtain the signature of my parent or guardian.
8. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me.
9. I understand that this agreement is a binding legal document. For persons under the age of 18, the parent or guardian who signs below also commits to the participant conditions of this agreement.
10. All disputes under this agreement shall be submitted for final and binding arbitration. (OVER)

(Signature)

Date

(Printed Name)

(Address and Telephone Number)

(Signature of Parent/Guardian if signer is a minor)

Date