

**ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

In consideration for my child's participation in the Junior Golf Program at Heron Lakes Golf Club ("Junior Golf Program"), I, \_\_\_\_\_, acknowledge and agree to the following:

That my child, \_\_\_\_\_, is voluntarily participating in the Junior Golf Program at Heron Lakes Golf Club on \_\_\_\_\_, 2020.

That by signing this Assumption of Risk and Waiver of Liability Agreement ("Agreement"), I individually and collectively for my child, myself, and my child's heirs, executors, administrators and assigns do waive and release all claims by me or on behalf of my child for property loss, personal injury, emotional distress, negligence or any kind of claim whatsoever against Heron Lakes Golf Club, Kemper Sports Management, Inc., the City of Portland, Oregon, their respective agents, parent companies, representatives, employees, board members and shareholders ("Released Parties"), for any and all damages I or my child might sustain or suffer in connection with participation in this Junior Golf Program.

That physical activity, including golf, by its very nature, carries with it certain inherent risks that cannot be limited regardless of the care taken to avoid injuries. Specific risks may vary from minor injuries, such as scratches, insect bites, or sprains, to catastrophic injuries up to and including permanent disability or death. That despite these known and unknown risks, I voluntarily permit my child to participate in the Junior Golf Program.

That I have read this Agreement and understand that it operates as a **waiver of liability** and fully understand its terms. I understand that I am giving up rights, including my right to seek compensation for injury to myself or my child and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law in the State of Oregon. I further agree that should any portion of this Agreement be held invalid, the balance of it shall continue in full legal force and effect.

That I also agree to **indemnify and hold harmless** the Released Parties from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, brought as a result of my, or my child's, participation in the Junior Golf Program and to reimburse the Released Parties for any such expenses incurred. That I acknowledge and agree that I have read and voluntarily signed this Agreement and that no oral representations, statements, or inducements modify it in any way.

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Child/Children Printed Name