

WAIVER OF LIABILITY AND RELEASE

PARTICIPANT Name (print): _____	Site(s) to be Visited: Former Blue Heron Paper Mill and PGE Dam in Oregon City, Oregon Date of Visit: July 19, 2019 Escort: WFLP Staff Purpose of Visit: WFLP site tour for Intertwine Policymakers' Bicycle Ride
Full Mailing Address: _____	
Email Address: _____	
Phone: _____	
Emergency Contact Person: _____	
Emergency Contact Phone: _____	

The Participant (named above and referred to herein as the "Undersigned") has requested access to certain Site(s) described above that are owned or managed by Portland General Electric Company, Falls Legacy, LLC, Metro, and Oregon City (together, "Owners"). The Undersigned agrees and represents that he/she is aware that there are ongoing activities at the Site(s). The Undersigned further agrees and understands that Site(s) are an inherently dangerous environment. In consideration of being granted the right to access the Site(s), the Undersigned have agreed to execute this Waiver of Liability and Release and be bound by the terms hereof.

WHEREFORE, the Undersigned, for him/herself and for his/her personal representatives, heirs, next of kin, and assigns, acknowledges and agrees:

1. The Undersigned acknowledges that he/she fully understands that the activities at the Site(s) are dangerous and involve risks of serious injury, death, and/or property damage.
2. To the fullest extent permitted by law, the Undersigned (and on behalf of the Undersigned's personal representatives, heirs, next of kin, and assigns) **RELEASES, WAIVES AND DISCHARGES, AND COVENANTS NOT TO SUE**, Owners, any contractor or subcontractor, or any person engaged by any of them, to perform any work or services at the Site(s), and their officers, directors, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, and assigns (collectively, the "Releasees") from any and all damages, losses, penalties, liabilities, costs, attorney's fees and expenses of any nature, and any demands, claims, suits, and causes of action therefor, arising out of or resulting from the Undersigned's presence at the Site(s), including negligence.
3. The Undersigned **ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO HIS/HER PERSON OR HIS DEATH** or damage to his/her property, whether caused by the negligence of the Releasees or otherwise, occurring during or as a result of the Undersigned's presence at the Site(s).
4. To the fullest extent permitted by law, the Undersigned will indemnify, defend, and save harmless Owners and all of their officers, directors, stockholders, members, affiliates, parents, subsidiaries, employees, agents, sureties, insurance companies, predecessors, successors and assigns (collectively, the "Indemnities"), from and against any and all allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, expenses (including, without limitation, attorney's fees and costs), or liability (the "Losses") for injuries to property, injuries to persons including death, and from any and all other claims, suits, or liability on account of or arising out of, in whole or in part, of any act or omission of the Undersigned, including negligence. The indemnification and hold harmless obligation hereunder shall not be limited by a limitation on amount or type of damages or compensation.
5. **IN NO EVENT SHALL OWNERS HAVE ANY LIABILITY TO THE UNDERSIGNED FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE SITE(S) VISIT OR THIS AGREEMENT, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. The Undersigned acknowledges that he/she has sole responsibility to evaluate carefully the risks inherent in accessing the Site(s) and that he/she has fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of himself/herself and/or by others.
7. The Undersigned acknowledges and voluntarily assumes full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to his/her presence at the Site(s).
8. The Undersigned agrees to be governed by and follow all health, safety, or otherwise applicable rules and regulations of Owners.
9. The Undersigned acknowledges that no person shall be allowed on the Site(s) unless accompanied by a duly authorized agent of Owners.
10. The Undersigned agrees that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.
11. This Agreement will be governed by the laws of the State of Oregon and the United States of America, without regard to conflict of law principles and the parties hereby consent and submit to the jurisdiction and forum of the state and federal courts in the State of Oregon, Clackamas County in all questions or controversies arising out of this Agreement.

THE UNDERSIGNED FULLY UNDERSTAND THAT BY EXECUTING THIS DOCUMENT THE UNDERSIGNED ARE WAIVING, RELEASING AND GIVING UP POTENTIAL LEGAL RIGHTS. BY EXECUTING THIS DOCUMENT, THE UNDERSIGNED INTEND TO FULLY AND FINALLY WAIVE ALL CLAIMS THE UNDERSIGNED MAY HAVE AGAINST OWNERS AND FURTHER FULLY AND FINALLY RELEASE OWNERS FROM ANY LIABILITY ARISING FROM PARTICIPANT'S PRESENCE ON THE SITE(S), FOR NEGLIGENCE OR OTHERWISE. THE UNDERSIGNED HAVE READ THIS WAIVER OF LIABILITY AND RELEASE CAREFULLY, UNDERSTAND ITS SIGNIFICANCE, AND VOLUNTARILY AGREE TO ALL OF ITS TERMS.

Signed Participant Name: _____ **Date:** _____

VISITORS TO THE SITE WILL ADHERE TO THE FOLLOWING SAFETY PROTOCOLS

- The property is privately owned. Do **NOT** enter through the gate without tour personnel.
- **Tour members who do not follow safety guidelines or leave the tour group will be escorted off the site immediately.**
- Be aware of surroundings at all times.
- Do not assume that the heavy equipment operators can see you – Make eye contact.
- Proceed with caution around stairs, overlooks and balconies.
- Back-up alarms sound because equipment is in reverse and the driver may not see you.
- Do not walk under equipment working overhead.
- You are allowed to take photos of the buildings and other people on this tour, however you are not allowed to photograph site employees or any of their subcontractors.
- Please meet and wait at the parking lot behind Admin Building (427 Main Street) for tour staff.
- Participants must be able to walk and stand for that amount of time and go up and down stairs. The site is not ADA accessible
- Visitors must be at least 18 years old.
- Tour members must wear sturdy, close-toed shoes and dress appropriately for the weather.
- Bathroom facilities are not available.
- Please refrain from smoking or other tobacco use on the property.
- No pets are allowed on tours, though service animals are permitted.

REQUIRED SAFETY GEAR

Tour guides will provide hard hats however; you are welcome to bring our own.

- Weather-appropriate clothing
- Hard hat (Provided)
- Long pants (recommended)
- Hiking or work boots (Hard sole close toe shoes only)

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Full Mailing Address: _____	Mill and PGE Dam in Oregon City, Oregon
Email Address: _____	Date of Visit: July 19, 2019
Phone: _____	Escort: WFLP Staff
Emergency Contact Person: _____	Purpose of Visit: WFLP site tour for Intertwine
Emergency Contact Phone: _____	Polycymakers' Bicycle Ride

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