



Willamette
EDUCATION SERVICE DISTRICT

**Wellness Corner Liability
Release Form**

Integrity ♦ Innovation ♦ Excellence ♦ Partnerships

Activity: Wellness Corner

My participation in the above-mentioned activity is voluntary. I am participating on my own initiative and without incentive from the Willamette Education Service District. I am participating in the activity as a charitable or other community service without the expectation of payment. If I am an employee of the Willamette ESD, my participation in the activity exclusively involves tasks not included in my regular job functions for the District.

I understand that participation in this activity may expose me to risks of injuries. Some of these risks are foreseeable, but some are unforeseeable. Examples of risks include physical injury, emotional injury, property damage, economic loss, noneconomic loss, and deprivation of rights, privileges, and immunities. Also, **some of these risks cannot be eliminated due to the nature of the activity. I understand that these risks could cause harm to me, my property, and other persons.**

I fully recognize the dangers inherent in this voluntary activity, but I am willing to participate in the activity. In consideration for providing me the opportunity to participate in the activity, **I voluntarily agree to waive and discharge any and all claims against the District and release it from liability for any loss regardless of cause**, including claims for any negligent actions of the District or its employees or agents, to the fullest extent allowed by law, for myself, my estate, my heirs, my administrators, my executors, my assignees, and my successors. I also agree to release, exonerate, discharge and **Hold Harmless** the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from liability, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to me or to my property, or losses of any kind which may result from or in connection with my participation in the activity, up to and including injuries stemming from the negligent actions of the District or its employees or agents. **I further certify and represent that I have the legal authority to enter into this Agreement.**

In the event that I require emergency medical treatment while participating in the activity, I authorize the District and its agents to secure the help of a medical services provider and to incur the expenses for medical services recommended by the medical services provider. I agree to provide for the payment of these expenses.

This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

I certify that I have read this document and fully understand its contents. I have read this document in its entirety and I freely and voluntarily assume all risks of such hazards and notwithstanding such, I agree to participate in this activity.

Please click the “I have read and agree to the Liability Release Form” button when completing a Wellness Corner booking. Participants do not need to submit this written form.