

**Eugene Coffin Race
October 27, 2018**

**Agreement to Participate, Including
Assumption of Risks, and Release and Waiver
of Liability (“Agreement & Release”)**

In consideration of being allowed to participate in this Coffin Race (“Race” or “event”), organized and conducted by the City of Eugene (hereby known as City of Eugene or “COE”), I acknowledge and agree as follows:

The event in which I will be participating includes physical exertion, exposure to the natural elements and man-made elements; and incidents may result from the actions of other participants and persons, or the failure of equipment. These risks and hazards are inherent in the activities of the Race and the environment in which it is conducted, and they cannot be eliminated without significantly changing the nature of the event.

I understand that these hazards and risks may result in loss or damage to personal property, emotional distress, illness, personal injuries, and, in extreme cases, even death. I represent that I have no known medical or emotional condition which may adversely affect my participation in this event, or which may cause me to be a danger to myself or others. I understand that it is my responsibility, and mine only, to determine my suitability, medical or otherwise, for participation in the event.

By signing this Agreement and Release below, I agree to the following:

I acknowledge and assume all risks of the event, its activities and the environment in which it is conducted, whether or not those risks are inherent, whether or not they are described above. I understand further that the Race and all aspects of it are purely voluntary and I may choose not to participate. I agree that I will follow all safety instructions and City of Eugene rules, regulations, and guidelines for the Race.

I agree to waive and release, and agree not to sue the City of Eugene, or its officers, agents, and employee for, any and all claims for injury or damage arising out of or in any way related to my participation in the Race. I also agree to defend, indemnify, and hold harmless the City of Eugene, its officers, agents, and employees from and against such claims.

Unless otherwise agreed in writing, any mediation or suit that is allowed may be conducted or filed only in Lane County, Oregon, and the laws of the State of Oregon will apply to any such dispute, excepting only the laws of the State of Oregon which may apply the laws of another jurisdiction.

I acknowledge and agree that I have read this Agreement and Release, and understand the rights and claims I am giving up. I further agree that the provisions of this Agreement and Release shall be effective and binding on my heirs, executors, administrators, successors, assigns, or beneficiaries, and shall inure to the benefit of the City of Eugene and its officers, agents, and employees.

Should any part of this Agreement and Release be deemed unenforceable by a Court of competent authority, the remainder of the Agreement and Release shall nevertheless remain in full force and effect.

Name of Participant (please print)

Signature of Participant and Date

Address

City, State, Zip Code

Phone Number