

**Dairy Farmers of Oregon Milk Carton Boat Races – June 7, 2009  
Westmoreland Park Casting Pond, Portland, Oregon**

**PARTICIPANT WAIVER AND RELEASE FORM**

In consideration of being allowed to participate in the Dairy Farmers of Oregon Milk Carton Boat Races June 7, 2009, at Westmoreland Park (the “Event”), the undersigned agrees as follows:

**Waiver of Liability and Photo Release**

I hereby release the Oregon Dairy Products Commission, the City of Portland, the Portland Rose Festival Association, all sponsors, exhibitors and all municipal agencies whose property or personnel are used in the Event and any other sponsoring or co-sponsoring entity of the Event, their employees, officers, directors, volunteers and agents (collectively, the “Released Parties”) from all claims or liabilities of any kind arising out of my participation, or the participation of any Registered Party, or both, in the Event. I additionally permit the Released Parties to use my name and pictures, and the name and pictures of any Registered Parties, in broadcasts, telecasts, newspapers, brochures, and other similar recordings to promote the Event. I certify all information provided in this form is true and complete.

**Authority to Release and to Act as Agent.** By my signature below, I represent and warrant that I have full legal authority to complete this Participant Waiver and Release Form (the “Agreement and Waiver”) for myself and on behalf of any party I am registering (the "Registered Parties").

If I am registering a child under the age of 18 or an incapacitated adult I represent and warrant that I am the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, I agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, I agree and consent to the collection of that child's information I provided for the purposes of registration.

I hereby warrant that all participants associated with the signing of this waiver are at least **three feet eight inches tall, 7 years of age**, and in proper physical condition for safe participation in the Event.

**Assumption of Risks.**

I UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. I UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND WATERS AND FACILITES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC

INJURIES INCLUDING DEATH. I UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, I AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF MYSELF OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CONVENANT NOT TO SUE THE RELEASED PARTIES FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY MYSELF OR ANY REGISTERED PARTY.

BY INDICATING MY ACCEPTANCE OF THIS AGREEMENT AND WAIVER, I AFFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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Participant Name

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Mailing Address

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Signature of Participant or Parent/Guardian Signature if  
Participant under 18 years of age or under legal guardianship

Date