

IN THE SUPREME COURT OF THE STATE OF OREGON

MYLES A. BAGLEY, individually,)	
)	Supreme Court No.
Plaintiff-Appellant,)	S061821
Petitioner on Review,)	
)	
AL BAGLEY, individually, and)	Court of Appeals No.
LAUREN BAGLEY, individually,)	A148231
)	
)	
Plaintiffs,)	Deschutes County Circuit
v.)	Court No. 08CV0118S
)	
MT. BACHELOR, INC., dba MT.)	
BACHELOR SKI AND SUMMER)	
RESORT,)	
)	
Defendant-Respondent,)	
Respondents on Review,)	
)	
and)	
)	
JOHN DOES 1-10,)	
)	
Defendants.)	

MERITS BRIEF OF *AMICUS CURIAE*
OREGON TRIAL LAWYERS ASSOCIATION

Petition for Review of the Decision of the Court of Appeals dated September 5, 2013. Opinion by Sercombe, J., Ortega, P.J., and Hadlock, J., concurring, on Appeal from the Judgment of the Deschutes County Circuit Court, the Honorable Steven P. Forte, Judge

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I. INTRODUCTION

It is deeply inequitable to demand, as the price of admission to a public accommodation, that a consumer give up any right to recover if the business entity's carelessness results in a personal injury. While most recreational activities carry inherent risks, businesses should not be allowed to multiply those risks heedlessly, particularly when the foreseeable results of that neglect are as dire as those seen in the plaintiff's case here. Indeed, despite the Court of Appeals' attempt to distinguish the release in this case because it was for recreational activity, the increasing pervasiveness of these releases begins to leave consumers with no practical choice but to relinquish all their rights if they wish to participate in virtually any organized physical activity. Our system of justice should not countenance this type of unfair exercise of market power, and this Court does not have to permit it. This Court should announce that the doctrine of unconscionability may be used to void releases for consumer activities which exclude liability for personal injury resulting from the released party's negligence.

Amicus Curiae Oregon Trial Lawyers Association (OTLA) in this merits brief focuses on the proliferation of blanket releases that immunize organizations from their own negligence (such as the release demanded by Mt. Bachelor), and why this Court should declare such contracts unconscionable

when they result in a miscarriage of justice like that in Mr. Bagley’s case.¹ As an equitable doctrine, unconscionability focuses on a lack of fairness in a bargain and is necessarily fact-dependent; it is not a rigid technical doctrine that limits the power of the courts to fashion relief, nor does it only apply where one contracts for “necessary” services. Unconscionability also overlaps with public policy considerations, as noted in the Restatement (Second) of Contracts § 208, comment a (1981).² And Oregon’s public policy—codified in the skiing activities statute at ORS 30.970,³ ORS 30.975,⁴ and ORS 30.985⁵—serves as a

¹ Amicus OTLA joins in the arguments raised by the Plaintiff-Petitioner on Review.

² “If a contract or term thereof is unconscionable at the time the contract is made a court may refuse to enforce the contract, or may enforce the remainder of the contract without the unconscionable term, or may so limit the application of any unconscionable term as to avoid any unconscionable result.” Restatement (Second) of Contracts § 208. *See, e.g., W. L. May Co. v. Philco-Ford Corp*, 273 Or 701, 543 P.2d 283 (1975) (sale of goods); *Best v. U. S. National Bank*, 78 Or App. 1, 10, 714 P.2d 1049 (1986), *aff’d on other grounds*, 303 Or 557, 739 P2d 554 (1987) (Restatement § 208 follows the UCC, and the UCC is generally influential in nonsales contract cases).

³ See App-30.

⁴ ORS 30.975 provides:

In accordance with ORS 31.600 and notwithstanding ORS 31.620 (2), an individual who engages in the sport of skiing, alpine or nordic, accepts and assumes the inherent risks of skiing insofar as they are reasonably obvious, expected or necessary.

⁵ See App-31–32.

benchmark on how far a ski resort can limit its exposure to its guests. In fact, because the ski activities statute contemplates notice to the resort of claims for damages, it would appear that the policy of the State is to permit at least some suits against ski resorts—something that would not be the case if blanket releases such as the one in this case are universally honored. Consequently, a blanket release of liability is unconscionable because it is not only deeply unfair where an injury is caused by the resort’s error, but it is also contrary to Oregon’s stated public policy.

Unconscionability allows courts to determine the extent of the right to contract, and through unconscionability, courts can provide a check on those who would deny recovery to individual consumers based on stock contracts thrust upon them when they have no realistic choice except to sign away liability for someone else’s mistakes, or else forgo an ever-expanding sphere of life’s activities.

II. THE UBIQUITY OF BLANKET RELEASES

Anyone who has engaged in virtually any sporting or physical activity in the last ten years knows that full releases of liability have sprouted up like mushrooms after an October rain. Attached to OTLA’s brief are a score of various releases from entities demanding immunity not only from the inherent risks of the activity, but also from the entity’s own negligence—whether central

to the inherent risks of the activity or not. While some of these activities may be classified as inherently dangerous (such as hang gliding), many are not (such as photography workshops and, yes, mushroom hunting expeditions). Yet despite the wide range of pastimes, all of these exculpatory agreements share the same type of blanket release of the organization's own negligence, beyond those risks inherent in the activity.

In this case the release of liability signed by Mr. Bagley (the "Release") stated:

In consideration of the use of a Mt. Bachelor pass and/or Mt. Bachelor's premises, I/we agree to release and indemnify Mt. Bachelor, Inc., its officers and directors, owners, agents, landowners, affiliated companies, and employees (hereinafter 'Mt. Bachelor, Inc.') from any and all claims for property damage, injury, or death which I/we may suffer or for which I/we may be liable to others, in any way connected with skiing, snowboarding, or snowriding. This release and indemnity agreement shall apply to any claim even if caused by negligence. The only claims not released are those based upon intentional misconduct.

Bagley v. Mt. Bachelor, Inc., 258 Or App 390, 392-393, 310 P.3d 692 (2013) (reformatted from all capitals for ease of reading). The Release is not unlike the releases from Mt Hood's Mt. Hood Meadows,⁶ Timberline Lodge,⁷ and Ski

⁶ Mt. Hood Meadows Release, App-1-2 ("This release includes claims and liabilities arising from any cause whatsoever, including, but not limited to, negligence on the part of Meadows.").

⁷ Timberline Lodge Release, App-3 ("this release and indemnity agreement is intended to release claims and liabilities caused by the negligence of timberline

Bowl,⁸ as well as from Mt. Bachelor, Inc.’s neighbor, Hoodoo Ski Area.⁹

Alpine skiing and snowboarding require infrastructure to get uphill (and these areas are almost invariably located on the public lands, as noted in Amicus’ memorandum in support of petition for review). Therefore, a skier or snowboarder in Oregon has no option but to agree to one of these releases.¹⁰ There is no market alternative for a snow sport consumer who does not want to grant a release of all claims.

Releases of other entities’ own negligence echo the ski resort agreements, and run the gamut of activities in Oregon’s beautiful outdoors. Take for instance the most obvious example of an activity with substantial inherent

lodge and ski area and/or the organizers and sponsors of any sports activities or events.”) (reformatted from all capitals).

⁸ Ski Bowl Release, App-4 (“This release includes claims and liabilities arising from any cause whatsoever, including, but not limited to, negligence on the part of Ski Bowl.”).

⁹ Hoodoo Lift Ticket Release, App-5 (“The user of this ticket hereby releases Hoodoo Ski Bowl Developers, Inc .. d.b.a. Hoodoo Ski Area and its agents from any and all claims and liabilities arising out of or in connection with the use of this ticket including but not limited to skiing activities and loading and unloading from lifts. this release includes claims based upon negligence.”) (reformatted from all capitals).

¹⁰ The Ninth Circuit has refused to enforce a ski liability release at all when it would absolve the resort of liability for willful conduct, pursuant to the application of Restatement (Second) Contracts §§ 574 and 575(1). *Farina v. Mt. Bachelor, Inc.*, 66 F3d 233 (9th Cir 1995) (discussing impropriety of demanding complete waiver from all claims whatsoever) (citing *K-Lines, Inc. v. Roberts Motor Company*, 273 Or 242, 249, 541 P2d 1378 (1975)).

risk—hang gliding. Hang gliding carries risks from the weather, tree cover, and topography, to equipment, to instructor or guide error. The hang gliding waiver included here provides, “I expressly and voluntarily assume all risk of death or personal injury sustained while participating in hang gliding activities whether or not caused by the negligence of the released parties (initial here ____).”

Oregon Hang Gliding Release, App-6-8 (reformatted from all capitals).

The release for another potentially quite dangerous activity, whitewater rafting, repeats this language: “I … hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Oregon Whitewater Adventures and its owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of rafting equipment or my participation in rafting activities … [including] claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Oregon Whitewater Adventures[.]” Oregon Whitewater Adventures Release, App-9. In the whitewater context, the release notes that one is assuming the risks of “guide decision making, including that a guide may misjudge terrain, weather, trail or river route locations, and water level, risks of falling out of or drowning while in a raft and such other risks[.]” *Id.* In these cases, one is consciously and literally placing one’s life in the hands of another’s judgment, skill, equipment,

and preparation, and is asked to waive the normal claims for damages if the other person makes a mistake under stress.

But full releases of liability are not restricted to activities in which the consumer must depend upon another person's split-second life-or-death decisions and experience such as hang gliding and whitewater rafting. Releases are also found in fields where there is simply a possibility of harm given the uncontrolled nature of the activity.¹¹ This trend has also appeared in activities where entities demand a full release of their own negligence for environments over which these entities exercise a great deal of control, such as indoor activities.¹² Full releases of liability are also cropping up around mundane

¹¹ U.S. Dressage Federation, App-10 ("This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the Event Sponsor and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities."); Speedway Drivers Release, App-11 ("Hereby agrees to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise"); OBRA waiver, App-12 ("I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.").

¹² 24 Hour Fitness Release, App-13 ("In consideration of your acceptance of the benefits under this agreement you understand and voluntarily accept this risk and agree that 24 Hour ... will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any

activities involving no substantial “inherent” risk at all if performed with reasonable care, like photography outings and mushroom hunts.¹³ Some

damage to you, your spouse, guests, unborn child, or relatives resulting from any negligence of 24 Hour or anyone on 24 Hour’s behalf or anyone else whether related to exercise or not”); LA Fitness Release, App-14-16 (“Member hereby releases and holds LA Fitness … employees, and agents harmless from all liability to Member, Member’s children … and next of kin for any loss or damage, and forever gives up any claim or demands therefore, on account of injury to Member’s person or property, including injury leading to the death of Member, whether caused by the active or passive negligence of LA Fitness or otherwise, to the fullest extent permitted by law”); Sky High Portland Release, App-17 (release “includes, without limitation, claims which allege or prove that the incident was caused by the Released Parties’ sole negligence and/or claims which allege or prove that the incident was caused solely or partly due to negligent design, construction, condition, maintenance, or repair of the equipment or facilities”) (reformatted all capitals); City of Portland Rock Wall Release, App-18 (participant “do[es] voluntarily agree to indemnify, release, hold harmless and discharge the City of Portland, its Officers, employees and agents from any and all claims, demands, or causes of action, of whatsoever nature, which are in any way connected with the participation of the minor child listed below in the use of the City of Portland’s climbing walls, including vehicles, equipment or facilities”); Urban Monkey Waiver, App-19-20 (“I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Urban Monkey from any and all claims, demands, or causes of actions which arise in any way from my activities at Urban Monkey’s facilities, including any such claims, demands, or causes of action alleging negligent acts or omissions by Urban Monkey.”); Habitat For Humanity Release, App-21 (“Volunteer understands that this Release discharges Habitat from any liability or claim that the volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise”).

¹³ Oregon Mycological Society Release, App-22 (“I further promise not to file a lawsuit or make a claim against any of the persons listed above, even if they negligently cause me or any minor children under my care injury or loss.”); Photography Workshop Release, App-23 (“On behalf of myself and my personal representatives, heirs, executors, administrators, agents and assigns, I

organizations demand a blanket release without specifying any particular activity.¹⁴ Consumers are rapidly losing the protection of negligence law, and entities are absolving themselves of the responsibility to make their operations safe.

Thus, by the creeping spread of industry practice, cut-and-paste forms, and/or overzealous risk management, consumers who wish to participate in physical activities, but do not wish to waive all rights for another person's negligence, are left with no choice but to stay home. These releases hollow out

hereby release and discharge in advance Company (and its owners, employees, instructors, agents, representatives and assigns) from any and all liability, even if that liability arises out of negligence and/or carelessness on the part of the persons or entities mentioned above."); Different Area Same Hunt Release, App-24-25 (signatory agrees to "Indemnify and Hold Harmless the entities or persons mentioned above from any or all liabilities or claims made as a result of my participation in this event, whether caused by the negligence of the releases or otherwise.") (scavenger hunt).

¹⁴ Assemblies of God Release, App-26-27 (release of "any claim that I may have against [Assemblies of God] as a result of my child's physical injury or illness during my child's participation in the event activities. This release of liability is also intended to cover all claims that members of my family, estate or heirs, representatives or assigns may present against the Assemblies of God, employees, ... and agents. A claim may be based upon the sole and exclusive negligence of the Assemblies of God[,]") with the activities being "any number of activities, some which include, but not limited to a scavenger hunt, water sports, and other games."); Ecological Society of America Release, App-28-29 ("I waive, release, and discharge the entities or persons mentioned in this paragraph from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, ... or actions of any kind which may hereafter occur to me including my traveling to and from this activity or event.")

the very notion of responsible business practices and civil justice for consumers. To allow exculpatory clauses to stand in situations where the foreseeable negligence of the entity can result in dire or even lethal harm to individuals through no fault of their own runs counter to basic justice. These releases are, in a word, unconscionable.

III. THE COURT'S POWER TO DECLARE UNFAIR CONTRACT PROVISIONS UNCONSCIONABLE AND THEREFORE VOID OR UNENFORCEABLE.

Contract law throughout Anglo-American legal history has never been purely *caveat emptor*. Unconscionability has long acted as a check on the amoral marketplace that is rationally geared only toward profit. The core purpose of unconscionability doctrine is to allow courts to determine if a contact provision is “fair,”¹⁵ and ultimately if it should be enforced.¹⁶ As such,

¹⁵ Amy J. Schmitz, *Embracing Unconscionability's Safety Net Function*, 58 ALA L REV 73, 74 (2006):

Unconscionability therefore survives to protect these fairness norms. The history and philosophy underlying the doctrine's conception show that it serves an important role of protecting humanity's natural, or innate, sense of “fairness” that defies formulaic definition or intellectualized rigidity. The doctrine therefore serves as a flexible safety net which courts can use to address contracts that offend these fairness norms, even when other contract defenses such as mistake, fraud, or duress would not provide relief.

¹⁶ Daniel D. Barnhizer, *Inequality of Bargaining Power*, 76 U COLO L REV 139, 241 n230. (Winter, 2005), (citing “Evelyn L. Brown, *The Uncertainty of*

unconscionability is an equitable doctrine in which courts act as the arbiters of the limits on the right to contract. *Jeffreys v. Weekly*, 81 Or 140, 149, 158 P 522 (1916) (“The difference between the real area and that supposed by the purchaser is so great that it would be unconscionable to uphold the contract; and the plaintiff was entitled to rescind”). *Compare Kelly v. Widner*, 771 P2d 142, 144-45 (Mont. 1989) (“A release is governed by contract law, and may be rescinded for the same reasons which allow rescission of a contract. The validity of a release may be challenged therefore on the basis of unconscionability.... Unconscionability is an equitable doctrine, without a succinct or precise definition”).

U.C.C. Section 2-302: Why Unconscionability Has Become a Relic, 105 COM L J 287, 289-90 (2000) (discussing development and history of unconscionability doctrine); William B. Davenport, *Unconscionability and the Uniform Commercial Code*, 22 U MIAMI L REV 121, 124-25 (1967) (“The notion of unconscionability, although that word was not then used to describe it, may be traced in the English common law at least as early as 1663.” (*citing James v. Morgan*, 83 Eng. Rep. 323 (1663) (refusing to enforce contract calculating purchase price of horse based upon 2 pence for first nail in horse's shoes, doubled for each of additional 31 nails))); Carol B. Swanson, *Unconscionable Quandary: U.C.C. Article 2 and the Unconscionability Doctrine*, 31 NM L REV 359, 361 (2001) (“Two centuries before the [U.C.C.] made the unconscionability doctrine available at law, the courts had woven public policy and ideas from equity and tort into innovative principles that would save consumers from unfair bargains.”); [Kevin M. Teeven, *Decline of Freedom of Contract Since the Emergence of the Modern Business Corporation*, 37 ST. LOUIS U L.J 117, 136-43 (1992)], (surveying history of unconscionability doctrines since fifteenth century”)).

Oregon common law does not have a set definition for unconscionability.¹⁷ However, in applying the Uniform Commercial Code, Oregon has adopted the standard found in the official comments to the Code:

The basic test is whether, in the light of the general commercial background and the commercial needs of the particular trade or case, the clauses involved are so one-sided as to be unconscionable under the circumstances existing at the time of the making of the contract.

W.L. May Co. v. Philco-Ford Corp., 273 Or 701, 707, 543 P2d 283 (1975), quoting Uniform Commercial Code § 2-302 (ORS 72.3020), Comment 1.

Unconscionability under the UCC is assessed by the court, looking at conditions at the time of contract formation. *W.L. May*, 273 Or at 707.

“Thus, the doctrine applies to contract terms rather than to contract performance.” *Best v. United States Nat'l Bank*, 303 Or 557, 560, 739 P2d 554 (1987). Nearly a decade after *W.L. May*, this Court extended the policy embodied in the UCC regarding the unconscionability of abusive liquidated

¹⁷ Amy J. Schmitz, *Embracing Unconscionability's Safety Net Function*, 58 ALA L REV at 74:

In this way, unconscionability’s resistance to a “lawyer-like definition” is integral to its function in contract law. ... It is the doctrine’s flexibility that has fueled its survival in the wake of contract law’s return to cabined, and sometimes cruel, focus on strict contract enforcement and economic efficiency.

damages provisions to the forfeiture of earnest money in contracts for the sale of real property:

Insofar as policy choice is concerned, enactment of the statute makes the choice, or choices, by the constitutional department of state government that is responsible to the people for that kind of choice.

It is true that the legislature's choice, by its terms, applies only to contracts for the sale of goods, *but we are unable to perceive any good reason for not using that same rule as the initial point of departure for analyzing the validity of provisions for liquidated damages in contracts in general.*

Illingworth v. Bushong, 297 Or 675, 692, 688 P2d 379 (1984) (emphasis added). Prior to *Illingworth*, the Court had approached such provisions from an unconscionability perspective at least in part. E.g. *Salem v. Anson*, 40 Or 339, 345, 67 P 190 (1902) (court will not enforce a liquidated damages provision if “it so manifestly exceeds the actual injury suffered as to be unconscionable”) (overruled on other grounds *Dean Vincent, Inc. v. McDonough*, 281 Or 239, 574 P2d 1096 (1978)). From this Court’s rulings, the Court of Appeals has held in the consumer context that “substantial disparity in bargaining power, combined with terms that are unreasonably favorable to the party with the greater power may result in a contract or contractual provision being unconscionable. ... The substantive fairness of the challenged terms is always an essential issue.” *Vasquez-Lopez v. Ben. Or., Inc.*, 210 Or App 553, 567, 152

P3d 940 (2007) (quoting *Carey v. Lincoln Loan Co.*, 203 Or App 399, 422-23, 125 P3d 814 (2005)); Restatement (Second) Contracts, § 208 comment a.

Prior to review being granted in this case, however, this Court has not discussed the role of unconscionability specifically in the context of consumer activities contracts. In the 220 cases from this Court even mentioning the term “unconscionable” or “unconscionability,” there is very little case law outside the context of employment, real estate transactions, the commercial sale of goods, and banking.¹⁸ Releases of liability in exchange for participation in activities or for direct consumer services present unique issues of contract interpretation and public policy. Application of unconscionability here must resort to history, analogy and the general principles of unconscionability found in Oregon tort and contract law.

¹⁸ The Court mentioned but did not reach the issue of unconscionability in the consumer service context of cemetery services:

It may be that the enforcement of Rule 10 as a part of the purchase agreement would also be unconscionable under an “adhesion contract” or “uncommunicated terms” theory, but we decline to reach that question because it was not raised by the plaintiff at trial or on appeal.

Bash v. Fir Grove Cemeteries, Co., 282 Or 677, 686 n6, 581 P2d 75 (1978).

Applying unconscionability here involves an examination of two facets of the doctrine: (1) unconscionability’s role in preventing unfairness; and (2) the application of public policy concerns as set out in the ski activities statute.¹⁹

**A. DETERMINING “FAIRNESS” UNDER UNCONSCIONABILITY
DOCTRINE IS FACT DEPENDENT, AND BASED ON THE EQUITIES OF
THE PARTICULAR CASE.**

Unconscionability is not a rigid, technical doctrine in which a court checks certain boxes and arrives at a predictable and broadly repeatable solution. Rather, unconscionability takes a contract and runs it through a prism of what the court considers “fair” given the mores and standards of the day.²⁰ Unconscionability’s roots run to the foundations of Western legal thought

¹⁹ A third potential aspect of unconscionability—that of the release being overly broad and/or not specific enough as to Mt. Bachelor’s own negligence—is also a concern. See *Farina v. Mt. Bachelor, Inc.*, 66 F3d 233 (9th Cir 1995) (discussing impropriety of demanding complete waiver from all claims whatsoever). However, because that issue merely presents a question of proper drafting of such a release—not whether a full release of negligence is permissible in such situations—Amicus OTLA does not address it here.

²⁰ What was acceptable to this Court at one point can, in the span of only 18 years, become an intolerable provision. Compare *Real Good Food Store, Inc. v. First Nat'l Bank*, 276 Or 1057, 1061-64, 557 P2d 654, 657 (1976) (rejecting limitation on liability for deposits placed in night depository) with *Irish & Swartz Stores v. First Nat'l Bank*, 220 Or 362, 377, 349 P2d 814 (1960) (upholding exculpatory provision for deposits placed in night depository). *Real Good Food Store* went to great pains to distinguish *Irish & Swartz Stores* on the basis of “delivery” of the night deposit, but that technical exercise in no way lessens the import of the Court’s move toward greater protection of consumers.

through the “just price” theory of the Middle Ages, and possibly as far back as the “fair exchange” principles articulated by Aristotle in *Nichomachean Ethics*. Randy E. Barnett, *A Consent Theory of Contract*, 86 COLUM L REV 269, 283-84 n55, n56 (1986), *citing* R. Ely, OUTLINES OF ECONOMICS 827 (5th ed. 1930); Aristotle, NICHOMACHEAN ETHICS 125 (M. Ostwald trans. 1962). As Professor Barnett described, the notion of the law upholding simple fairness in contracts finds its expression specifically in the modern doctrine of “unconscionability.” *Id.* at 284 n58, *citing* Restatement (Second) of Contracts § 208 comment c (1979) (“Theoretically it is possible for a contract to be oppressive taken as a whole, even though there is no weakness in the bargaining process”). Fairness is the pole star of unconscionability.

By way of example, one of the first cases from this Court discussing unconscionability involved the attempted payment of interest on a secured note, the note holder avoiding the completion of that payment, and then the note holder attempting to seek default payment of the entire note for failure to pay. *Adams v. Rutherford*, 13 Or 78, 81-82, 8 P 896 (1885). This Court stated, “the attempt to take advantage of it in the manner in which the appellant is endeavoring to, under the circumstances disclosed by the evidence, is unconscionable; and if a court of equity were to aid in carrying out a scheme that would enable one party to gain an undue advantage over another, it would abuse the important mission intrusted [sic] to it.” *Id.* at 84. Likewise, a year

later, this Court quoted the Michigan Supreme Court with approval upon modifying a mortgage foreclosure and disallowing liquidated attorney fees, holding: “Parties may make and carry out any agreement they please, which does not affect the public or the rights of third persons; but in case of dispute they must not expect the courts to enforce any unconscionable bargain they may have thought proper to make.” *Balfour v. Davis*, 14 Or 47, 53, 12 P 89 (1886).²¹ Fairness is not simply an aspiration in contracting, it is the key to judicial enforcement of the resulting agreements.

Over the ensuing three-quarters of a century, the Court relied on unconscionability to reject provisions in property transactions and foreclosures, rescind liquidated damages and fees, and prevent the taking advantage of scriveners’ errors in contracts. *E.g. Sherman v. Glick*, 71 Or 451, 462, 142 P 606 (1914) (rescission for grossly inadequate consideration); *In re Richards*, 202 Or 262, 264, 274 P2d 797 (1954) (attorney contingent fee contract rescinded as unconscionable); *Rushlight Automatic Sprinkler Co. v. Portland*,

²¹ As the Montana Supreme Court aptly stated:

The modern trend is to set aside releases of personal injury claims in situations where the facts, when finally known, present an unconscionable result because of the equitable principle of doing justice under the circumstances of each case.

Kelly, 771 P2d at 145 (quoting *Scherer v. Ravenswood Hosp. Med. Ctr.*, 388 NE2d 1768, 1271 (Ill Ct App 1979)).

189 Or 194, 245, 219 P2d 732 (1950) (city could not take advantage of obvious scrivener's error). In the nearly 100 unconscionable contract cases prior to application of the UCC standard in 1975, the court resorted to its own experience and the perception of the justices of this Court to determine whether a deep unfairness was wrought against one of the parties. *E.g. R. C. A. Photophone, Inc. v. Sinnott*, 146 Or 456, 459, 30 P2d 761 (1934) (refusing to require repayment of a note when the lender had also repossessed the equipment against which the note was secured, stating "plaintiff could merely install the equipment and, upon default in the first weekly payment by defendant, repossess it and recover the full amount of the unpaid balance. Such would, indeed, be an unconscionable contract"). At times, this determination was simply couched in the more generic term "public policy"—hence the overlap talked about in Restatement § 208. See *In re Estate of Schultz*, 220 Or 350, 358, 348 P2d 22 (1959) (out of state common law adoption agreement that failed to meet Oregon standards "would be invalid in Oregon as offensive to our moral standards or here regarded as injurious to the public welfare"). Unconscionability therefore grants flexibility to the courts to define when a contract goes beyond sound American notions of propriety or fair play.

Because unconscionability is a fundamentally equitable doctrine, the Court of Appeals erred in structuring its analysis along a rigid elements-based test, and looking through a narrow range of select authority. The procedural

unconscionability here (or at the very least serious procedural infirmity) is not avoided merely because it occurs “in the context of recreational activities[,]”

Bagley v. Mt. Bachelor, Inc., 258 Or App at 407, because this Court has never limited unconscionability to so-called “essential” services.²² Nor is “procedural unconscionability” a necessary factor in the unconscionability analysis.

So too, the Court of Appeals centered its “substantive unconscionability” discussion in this case around its recreational aspects, citing to New Jersey law that stated, “[if the consumer refuses to sign a release,] [t]he skier merely faces the prospect of a ski-less weekend.” *Bagley*, 258 Or App at 409 (citation and

²² The Court of Appeals seems to have limited procedural unconscionability in adhesion contracts to essential services through an incorrect reading of this Court’s precedent in *Real Good Food Store, Inc.*—a case based primarily on a bank’s non-delegable duty as a bailee. *Compare Mann v. Wetter*, 100 Or App at 187-88 (“The economic advantage, if any, that a small business that provides a non-essential service may have over its customers will not create unequal bargaining power, because the customers have a multitude of alternatives”), *with Real Good Food Store, Inc. v. First Nat’l Bank*, 276 Or at 1061-64 (“both the safe deposit and the special ‘deposit’ business of a bank are integral parts of the business of banking with the bank as a bailee”) (citing Restatement of Contracts § 575(1) (bailees); Restatement (Second) of Torts § 496B (no assumption of risk defense for public services)). Although this Court in *Real Good Food Store* mentioned the public service nature of the bank’s function (by comparing banks to common carriers and utilities), there was no discussion of unconscionability at all, and little if any public policy discussion apart from the bank’s role as a bailee. 276 Or at 1061. Additionally, as seen above in the discussion of releases, there are no alternatives for a skier or snowboarder in Oregon who wishes to avoid these blanket waivers of liability. “Take-it-or-leave-it” is exactly what the plaintiff faced here with the choice between “sign the release or don’t snowboard anywhere in Oregon,” so the “multitude of alternatives” alluded to in *Mann v. Wetter*, 100 Or App at 188, does not exist.

internal quotation marks omitted). The fact that an unfair agreement is for a recreational activity (albeit one with professional implications for “expert” snowboarders such as the plaintiff) does not make the agreement any more palatable from an unconscionability perspective. Nor is the prospect of “a ski-less weekend” something that can be considered *de minimis* in Oregon, where skiers and snowboarders are subjected to ski releases nearly two million times a year. See University of Oregon, Oregon Skier Profile and Economic Impact Analysis, at 49 (December 2012) (2010-11 season).²³ Instead, it means that two million times a year, consumers run the risk of a lifetime disability caused by a business entity’s negligence without any legal recourse. Such a situation is harsh, unfair, and intolerable.

B. PUBLIC POLICY CONSIDERATIONS IN THIS CASE FAVOR THE APPLICATION OF UNCONSCIONABILITY DOCTRINE.

Public policy considerations under an unconscionability analysis also compel invalidation of the Release here. As noted in the Restatement, unconscionability “overlaps with rules which render particular bargains or

²³ University of Oregon, Community Service Center, *Oregon’s Ski-Snowboard Industry Carves a \$482 Million Impact*, <http://blogs.uoregon.edu/cscenter/tag/oregons-winter-sports/> (“The ski and snowboarding experience in Oregon is unique in that all but one of the state’s main ski areas are located on public lands managed by the U.S. Forest Service”). Mt. Bachelor is one of the resorts on public lands. http://www.mtbachelor.com/winter/mountain/company_info/history (Defendant Mt. Bachelor is leasing land from the U.S. Forest Service).

terms unenforceable on grounds of public policy. ... Particularly in the case of standardized agreements, the rule of this Section permits the court to pass directly on the unconscionability of the contract or clause rather than to avoid unconscionable results by interpretation.” Restatement (Second) Contracts, § 208, comment a. See also *Motsinger v. Lithia Rose-Ft, Inc.*, 211 Or App 610, 624, 156 P3d 156, 165 (2007) (quoting Restatement § 208, comment a). An examination of public policy is justified in unconscionability analysis given the fluidity of unconscionability and the fairness concerns underpinning the doctrine. *Cone v. Gilmore*, 79 Or 349, 353, 155 P 192 (1916) (stating in the context of an unconscionability challenge to an attorney fees contract provision, “[t]he question of whether or not a particular contract is void as being against public policy must be determined largely by the facts of the particular case, and, if the agreement is one that tends to the injury of the public or is inconsistent with sound morality, it will be condemned by the courts; otherwise, it will be upheld”).

Typically, “agreements to exonerate a party from liability or to limit the extent of the party’s liability for tortious conduct are not favorites of the courts but neither are they automatically voided.” *K-Lines, Inc. v. Roberts Motor Co.*, 273 Or at 248 (enforcing provision preventing commercial buyer’s claim for consequential damages). See also *Herrick v. Barzee*, 96 Or 357, 363, 190 P 141 (1920) (“As the habits, opinions, and wants of a people vary with the times so

public policy may change with them.... [Contracts] are not to be held void as being contrary to public policy, unless they are clearly contrary to what the legislature or judicial decision has declared to be the public policy, or they manifestly tend to injure the public in some way.”) (citation and internal quotation marks omitted). Thus, contracts may be voided for public policy where they violate statutory provisions, but also where they offend community standards as determined by the court—*i.e.* unconscionability. See *Uhlmann v. Kin Daw*, 97 Or 681, 688-89, 193 P 435 (1920) (“An illegal agreement does not attain to the dignity of a contract, within the meaning of the term ‘contract’ as legally defined, because it is void, and therefore unenforceable.... An agreement is illegal if it is contrary to law, morality or public policy[.]”).

To determine Oregon policy, the Court looks to “the constitution and statutes[,] and ... the decisions of the courts[.]” *School Dist. No. 1, Multnomah County v. Teachers' Ret. Fund Ass'n*, 163 Or 103, 108-09, 95 P2d 720 (1939). The most notable articulation of public policy in the snow sports field is unquestionably the ski activities statute, ORS 30.970—30.990. In particular, the ski activities statute sets the limits of a ski resort’s immunity and envisions that resorts will be liable for some injuries. Two aspects of the ski activities statute stand out in determining the effect of Oregon policy on liability releases: (1) the legislative history of the act, and the disclaiming of release from liability by proponents of the legislature—something that would not be needed if

releases were available; and (2) the requirement in the act that an injured skier give notice before bringing suit against a resort.

The legislative history of the skiing activities statute is replete with the consistent refrain from ski industry representatives that this bill was *not* an attempt by them to “duck their responsibility or pass off their negligence,” as stated by Mr. Keith Petrie, then-General Manager of Multipor Ski Bowl, but rather:

an effort to *clarify responsibilities of the individual skier*. It is in the areas *where the operator has no actual control* over what the skier actually does and in the skier’s day to day decisions of what he does while he is skiing.

SB 329 (1979), House Judiciary, Testimony of Keith Petrie, May 24, 1979, at 2 (emphasis added). The testimony from the supporters of the bill was that it would cover those “inherent risks only, not additional [sic]. *It does not exclude negligence.*” SB 329, Senate Agriculture, comments from Darrel Johnson, Oregon Ski Area Operators lobbyist, April 19, 1979, at 1 (emphasis added). If the resorts themselves disclaimed the attempt to avoid negligence in the statute, what policy is furthered by allowing the resorts to do so when facing individual consumers that lack any alternative choice in the Oregon snow sports market?

Indeed, the House Committee postulated that resort operators remained responsible even for inherent, natural dangers hidden by the terrain itself:

REP. FROHNAYER stated that rocks and stumps are listed as inherent risks. By identifying those as risks of skiing, he asked if

that meant that the ski area operator has no obligation to put up cross stands and poles in front of it.

REP. LOMBARD replied that it did not. In the strict legal sense, in contemplation of the operation of the ski area, during the day snow will be scraped away and rocks will bear out. Things like that happen and are to be anticipated. On the other hand, *if there is a boulder or stump over a particularly large mogul, there is no question in the minds of the members of the committee that there is an obligation and duty on the part of the ski area operator to mark those kinds of obstructions.*

SB 329 (1979), House Judiciary, comments by Representatives Frohnmyer and Lombard, June 8, 1979, at 7 (emphasis added). Where resorts were thought to be required to mark dangerous *natural* terrain, how much more apparent would it have been to the Legislature in 1979 that a ski resort can and should be held liable for improperly *constructing* a dangerous terrain feature? If the Release here is not simply void on public policy grounds alone,²⁴ the public policy expressed by the Legislature in passing the bill makes it unconscionable for resort operators to shirk the responsibility to make their runs safe, particularly the terrain park jumps they create.²⁵

²⁴ See *In re Leisure*, 336 Or 244, 253, 82 P3d 144 (2003) (“Statutory rights may be waived, but only to the extent that they serve no broader public policy but are directed solely to the protection of the individual who purports to waive them”); *Huff v. Bretz*, 285 Or 507, 518, 592 P2d 204 (1979) (where statute required an application to be filed with the State to change location of a water diversion, any contract that allowed such a diversion without an application was void as against public policy)..

²⁵ E.g. *Morgan v. State*, 90 NY2d 471, 488, 685 NE2d 202, 210 (N.Y. 1997) (“a torn net is not an ‘inherent’ part of the game of tennis in and of itself, he

The requirements that skiers notify resorts of injuries, and that resorts inform skiers of their responsibility to notify the resort about injuries, further bolster the idea that resorts should not be allowed to escape liability for the non-inherent risks of snow sports. See ORS 30.980(1), (5). The Legislature implicitly recognized that resorts would remain liable for some injuries suffered by guests. This indication of public policy is certainly more clear than the legal immunity noted by the Court of Appeals as a basis for upholding the release on substantive grounds. The Court of Appeals cited to Oregon's recreational immunities statute and suggested that "it would be counterintuitive to hold that a contract with the same operative effect as that statutory scheme is void as contrary to public policy." *Bagley*, 258 Or App at 406 n8. But as noted in the petition for review, the recreational immunity statute cannot be used as a guide for public policy here when the statue does not apply to for-profit ventures. ORS 105.688(2)(a) (immunity applies only if the owner "makes no charge for permission to use the land"). See *Coleman v. Oregon Parks & Rec. Dep't*, 347 Or 94, 102, 217 P3d 651 (2009) (even when charging for a use other than what caused the injury, "the state made a charge for permission to use Tugman Park and thus forfeited recreational immunity").

should not be deemed legally to have assumed the risk of injuries caused by his tripping over it").

Indeed, without liability, ski resorts have no financial incentive to ensure that their terrain park features are safe. Considered strictly from an economic loss and market point of view, as rational actors, that means that resorts will not take the necessary steps to ensure the reasonable safety of these features. The proliferation of dangerous terrain park features is becoming noticed in the media as more and more individuals suffer catastrophic injury because of poorly designed and/or patently dangerous terrain features. Elyce Kirchner, Jeremy Carroll, and Kevin Nious, *Safety Concerns at Ski Resorts: Rising concerns about the design of terrain park jumps*, NBC Bay Area, <http://www.nbcbayarea.com/investigations/Terrain-Park-Jump-Safety-Concerns-187991391.html> (Wednesday, Jan 23, 2013) (last visited February 25, 2014). So too in the recent Winter Olympics, it quickly became apparent that the freestyle runs were injuring athletes and would have to be redesigned for actual use, even when used by the best skiers and snowboarders in the world. New York Times, *Officials Scramble to Modify Slopestyle Course After Accident*, [http://www.nytimes.com/2014/02/04/sports/olympics/snowboard-course-will-change-after-athletes-complain-of-danger.html? _r=0](http://www.nytimes.com/2014/02/04/sports/olympics/snowboard-course-will-change-after-athletes-complain-of-danger.html?_r=0) (Monday, February 3, 2014) (last accessed February 25, 2014).

However, because Oregon ski resorts all utilize blanket releases of their own negligence, there is simply no financial pressure that can be brought to bear against any of them, and instead, the consumer is left bearing both the risk

of injury and the devastating financial burdens for a hazard created by the resort operators. To design a course for the public and then exempt oneself from liability for design flaws is unconscionable under the public policy of “resort responsibility” embodied in the ski activities statute (and testified to by industry representatives in its legislative history). This this Court should refuse to enforce as unconscionable a release relieving liability for ill-designed terrain park jumps that the resorts themselves constructed.

So too, the UCC standard makes a case for voiding releases of ski resorts’ own negligence in creating risks not “inherent” in the sport. *W.L. May Co.* was the first case from this Court to assess the unconscionability provision of the UCC,²⁶ and it did so along “procedural” and “substantive” lines.²⁷ See

²⁶ ORS 72.3020 provides:

- (1) If the court as a matter of law finds the contract or any clause of the contract to have been unconscionable at the time it was made the court may refuse to enforce the contract, or it may enforce the remainder of the contract without the unconscionable clause, or it may so limit the application of any unconscionable clause as to avoid any unconscionable result.
- (2) When it is claimed or appears to the court that the contract or any clause thereof may be unconscionable the parties shall be afforded a reasonable opportunity to present evidence as to its commercial setting, purpose and effect to aid the court in making the determination.

²⁷ The procedural/substantive dichotomy for unconscionability set out by the Court of Appeals in this case attempts to systematize the inherently unstructured and fact dependent common law application of unconscionability.

273 Or at 707. The Court of Appeals extended these concepts to common law unconscionability generally using the precedent of *Best v. United States Nat'l Bank*, 303 Or 557. *Best*, in *dicta*, discussed that UCC dichotomy and the procedure of examining contract terms at the time of formation in the merchant to merchant services context. See 303 Or at 560 (“The doctrine of unconscionability, however, is *largely inapplicable to this case*, and, to the extent that it may apply, we conclude that the fee set by the Bank was not unconscionable”) (emphasis added).²⁸

The UCC provision on the unconscionability of personal injury limitations would likely void the Release at issue here, or at least require a strong showing from Mt. Bachelor that the Release was not unconscionable. See ORS 72.7190(3)²⁹ (“Limitation of consequential damages for injury to the

The distinction flows from a 1967 law review article. Arthur Allen Leff, *Unconscionability and the Code — The Emperor's New Clause*, 115 UPA L REV 485, 487 (1967). While certain aspects of contract formation are indicative of unfairness (such as adhesion contracts), no case from this Court has ever indicated that there are any prerequisites for unconscionability.

²⁸ The only case from this Court since *Best* to mention unconscionability as a contract doctrine was in a UCC case, in what was another brief aside, two years later. *Utility Equip., Inc. v. Morbark Indus., Inc.*, 308 Or 209, 217, 779 P2d 139 (1989). In *Utility Equipment*, this Court noted that unconscionability was again inapplicable in the case, stating “Utility offers no persuasive explanation as to why it is not bound by the warranty's limitations or why it may avoid them on the grounds of unconscionability[.]” 308 Or at 217, *citing* ORS 72.7190.

²⁹ ORS 72.7190 provides:

person in the case of consumer goods is *prima facie* unconscionable"). Upon making that showing, the burden would then shift to the defendant to prove that the release was *not* unconscionable. E.g. *Hughes v. Heppner Lumber Co.*, 205 Or 11, 30, 283 P2d 142 (1955) ("When a plaintiff has made out a *prima facie* case, the burden of going forward with the evidence will be shifted to defendant"). However, this Court has not yet applied that policy to consumer activities contracts. Yet under the UCC, if the skier or snowboarder was buying

(1) Subject to the provisions of subsections (2) and (3) of this section and of ORS 72.7180 on liquidation and limitation of damages:

(a) The agreement may provide for remedies in addition to or in substitution for those provided in this chapter and may limit or alter the measure of damages recoverable under this chapter, as by limiting the buyer's remedies to return of the goods and repayment of the price or to repair and replacement of nonconforming goods or parts; and

(b) Resort to a remedy as provided is optional unless the remedy is expressly agreed to be exclusive, in which case it is the sole remedy.

(2) Where circumstances cause an exclusive or limited remedy to fail of its essential purpose, remedy may be had as provided in the Uniform Commercial Code.

(3) Consequential damages may be limited or excluded unless the limitation or exclusion is unconscionable. Limitation of consequential damages for injury to the person in the case of consumer goods is *prima facie* unconscionable but limitation of damages where the loss is commercial is not.

an assembly kit for terrain features, and suffered this injury after the proper construction of those features, there could be no limitation on the liability of the manufacturer. No different result should obtain when the terrain features are provided in-place to consumers by a ski resort.

IV. IT IS UNCONSCIONABLE FOR A SKI RESORT TO DEMAND RELEASE OF THE RESORT'S OWN NEGLIGENCE, PARTICULARLY WHEN IT CREATES DANGERS APART FROM THE RISKS INHERENT IN SNOW SPORTS .

This Court has repeatedly cautioned about “the possibility of a harsh or inequitable result that would fall on one party by immunizing the other party from the consequences of his or her own negligence.” *Estey v. MacKenzie Engineering Inc.*, 324 Or 372, 376-77, 927 P2d 86 (1996); *Commerce & Industry Ins. v. Orth*, 254 Or 226, 231-32, 458 P2d 926 (1969); *Southern Pacific Co. v. Layman*, 173 Or 275, 279, 145 P2d 295 (1944). This Court could search far and wide to find better example of such “a harsh and inequitable result” than this case.

Unconscionability exists precisely to limit inequitable provisions in contracting, and this contract posed far more detrimental consequences than simply an economically bad deal. As a result of the form release agreement here, there is no recourse for a young man, just entering adulthood, who had his life utterly shattered (though mercifully not taken from him) by the poor design of a recreational feature at a ski resort. The young man was skilled in his sport,

and knew what he was doing, yet now must live his entire life paralyzed through no apparent fault of his own. Moreover, he must bear the financial burden that imposes, despite his lack of fault. Having been in operation for decades and seen any number of injuries on its slopes, Mt. Bachelor could readily anticipate this result at the time of contracting. Nonetheless, the resort seeks to avoid any and all liability, even if it had been callously indifferent to the safety of skiers and snowboarders in building the jump—if one accepts the validity of this Release. The plaintiff furthermore had no competitive alternatives in the market to this release anywhere in the State.

In narrowly circumscribing the unconscionability analysis, the Court of Appeals here unduly constrained itself and the trial courts. Oregon as a policy matter has relieved ski resorts from liability for harm where it arises from the risks inherent in siding down a wooded mountainside at speed, but that policy has never included—and was not intended to include—operator-created risks. Indeed, the sponsors of the ski activities statute vehemently disclaimed any attempt to avoid their responsibility where they created a danger. The public policy limiting ski resort immunity to the inherent risks of snow sports serves as a prudent guide for the unconscionability analysis.

It is a jury question in this case whether Mt. Bachelor made every reasonable effort to minimize risk in its design of the jump that injured plaintiff, or if it instead was simply indifferent to the consequences of its poor design on

its guests. No matter the ultimate result in this case, however, it remains that the jury that should be allowed to make that determination, and not have the entire issue decided by a stock, preprinted form that absolves the resort from all but intentionally inflicted harm. It should further make no difference under the law that the waivers are for “recreational” activities, or that alternative venues for such activities might theoretically exist (even though in fact there are none). The core of unconscionability doctrine is whether unfairness exists from the contract itself, both its formation and performance, viewed as a whole. At its foundation, the Release here was simply unconscionable.

V. CONCLUSION

Amicus Curiae OTLA respectfully requests this Court reverse the trial court and Court of Appeals for the reasons stated above.

RESPECTFULLY SUBMITTED this 28th day of February, 2014.

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APPENDIX

Mt. Hood Meadows Release	App-1-2
Timberline Lodge Release	App-3
Ski Bowl Release	App-4
Hoodoo Lift Ticket Release	App-5
Oregon Hang Gliding Release	App-6-8
Oregon Whitewater Adventures Release	App-9
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RELEASE AND INDEMNIFICATION 2013-14



App-1

www.SKIHOOD.com

Mt. Hood Meadows Ski Resort urges all of our guests and staff members to ski and ride responsibly, be aware and always follow the Responsibility Code.

1. Always stay in control, and be able to stop or avoid other people or objects.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail, or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

THE ATML METHOD: EACH FEATURE CAN BE BROKEN DOWN

INTO 4 ZONES. Identify these zones and have a plan before using any Freestyle Terrain.

Approach zone is the space for setting your speed and stance to use the feature.

Takeoff zone is for making moves that start your trick.

Maneuver zone is for controlling your body in the air and setting up for landing.

Landing zone is the prepared slope between the knuckle and the runout beyond it.

FOUR POINTS OF SMART STYLE

MAKE A PLAN:

Every time you use Freestyle Terrain, make a plan for each feature you want to use. Your speed, approach and take-off will directly affect your maneuver and landing.

LOOK BEFORE YOU LEAP:

Before getting into freestyle terrain observe all signage and warnings. Scope around the jumps first not over them. Use your first run as a warm up run and to familiarize yourself with the terrain. Be aware that the features change constantly due to weather, usage, grooming and time of day. Do not jump blindly and use a spotter when necessary.

EASY STYLE IT:

Know your limits and ski/ride within your ability level. Look for small progression parks or features to begin with and work your way up. Freestyle skills require maintaining control on the ground and in the air. Do not attempt any features unless you have sufficient ability and experience to do so safely. Inverted aerials increase your risk of injury and are not recommended.

RESPECT GETS RESPECT:

- Respect the terrain and others
- One person on a feature at a time
- Wait your turn and call your start
- Always clear the landing area quickly
- Respect all signs and stay off closed terrain and features

BE SURE YOU KNOW THE CODE:

Your Responsibility Code provides safety tips while on the slopes. Smart Style is a terrain park specific safety program that you should check out before using terrain parks.

OREGON SKIER STATUTE ORS - 30.970 TO 30.990

Violation of any of these duties entitles the ski area operator to withdraw the violator's privilege of skiing. The following are excerpts from the statute. References to "Skiers" & "Skiing" include skiing, snowboarding and other winter activities.

- Skiers accept and assume the inherent risks of skiing (in so far as they are reasonably obvious, expected or necessary).
- Skiers who ski in any area not designated for skiing within the permit area assume the inherent risks thereof.
- Skiers shall be the sole judges of the limits of their skills and their ability to meet and overcome the inherent risks of skiing and shall maintain reasonable control of speed and course.
- Skiers shall abide by the directions and instructions of the ski area operator.
- Skiers shall familiarize themselves with posted information on location and degree of difficulty of trails and slopes to the extent reasonably possible before skiing any slope or trail.
- Skiers shall not cross the uphill track of any surface lift except at points clearly designated by the ski area operator.
- Skiers shall not overtake any other skier except in such a manner as to avoid contact and shall grant the right of way to the overtaken skier.
- Skiers shall yield to other skiers when entering a trail or starting downhill.
- Skiers must wear retention straps of other devices to prevent runaway skis.
- Skiers shall not board rope tows, wire rope tows, j-bars, t-bars, ski lifts or other similar devices unless they have sufficient ability to use the devices, and skiers shall follow any written or verbal instructions that are given regarding the devices.
- Skiers, when involved in a skiing accident, shall not depart from the ski area without leaving their names and addresses if reasonably possible.
- A skier who is injured should, if reasonably possible, give notice of the injury to the ski area operator before leaving the ski area.
- Skiers shall not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.



RELEASE AND INDEMNIFICATION 2013-2014

MT. HOOD MEADOWS 2013-2014 WINTER SEASON CONTRACT OF RELEASE AND INDEMNIFICATION

App-2

Please read carefully! This is a release of liability and waiver of certain legal rights.

The purchaser, holder and/or user of this Pass or any person named on the Pass application ("Participant") understands that skiing, snowboarding and other winter activities ("Skiing") can be hazardous and that injuries are common when participating in such activities. Participant accepts and assumes the risks associated with Skiing, including, but not limited to, changing weather conditions, variations and steepness in terrain, terrain features and parks, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, avalanches, rocks, stumps, the use of lifts, collisions with natural or man made objects or other persons, grooming and snowmobile equipment, lift towers and other structures and their components, falling, loss of control, and exceeding one's ability. Participant hereby freely and expressly assumes any and all risk of property damage, injury, and death associated with Skiing.

In consideration for lift access and the use of any other area facilities and premises, Participant hereby agrees to release, hold harmless, and indemnify Mt. Hood Meadows and Cooper Spur Mountain Resort and their owners, partners, employees, directors, officers, agents, affiliates and related entities ("Meadows") from any and all claims by or on behalf of Participant against Meadows arising directly or indirectly out of Participant's use of this Pass and/or the area facilities and premises. This release includes claims and liabilities arising from any cause whatsoever, including, but not limited to, negligence on the part of Meadows. Participant also agrees to indemnify (including costs and attorneys fees) Meadows for any claim brought on behalf of a minor named on this Pass application. This release is effective on the date Participant signs the Pass application (or on the first day of the season in which the Pass is issued, whichever is earlier) and continues in effect for each year thereafter in which Participant purchases, renews, holds and/or uses a Pass at Meadows.

MT. HOOD MEADOWS SKI RESORT 2013-2014 WINTER SEASON PASS TERMS AND CONDITIONS OF USE

All Participants shall follow these rules and agree to be bound by terms and conditions on this application. If any part of this agreement is or becomes illegal or invalid, then the parties intend that the remainder of this agreement shall not be affected.

1. The Pass privilege is sold to an individual for personal use and is non-transferable. Each Pass expires no later than the end of the season in which it was issued. The Pass is the property of Mt. Hood Meadows, and the Participant agrees to surrender Pass upon demand by Mt. Hood Meadows staff. The Pass is non-refundable.
2. Participant agrees to wear the current Pass to be verified each time they board the lift and also to present it upon demand for inspection.
3. Mt. Hood Meadows reserves the right to change opening and closing dates, operating hours, number of days in the week open, restrict access to any open lift and/or terrain at any time based on weather, snow, crowds, special events or any other conditions or reason. Mt. Hood Meadows also reserves the right to determine the number of lifts in operation or area available for use at any given time based on snow, weather or other conditions or reasons. Meadows offers the opportunity to ski, not the number of days, lifts or terrain.
4. There will be strict enforcement of all safety regulations, especially but not limited to reckless and excessive speed, skiing outside the ski area boundaries, skiing on closed trails, and/or disregard of slope etiquette, etc. Mt. Hood Meadows reserves the right to cancel a Pass without refund for failure to comply with the regulations set herein and/or disregard for the safe use of lifts, slopes or other facilities at the area. This pass may be revoked for failure to comply with ORS 30.985, the area's "Rules of Use" or the Skier's Responsibility Code; all posted at [SkiHood.com](#). Any injuries must be reported to area personnel in a timely manner.
5. All Participant(s) named on this application must read and sign the application, and participants under 18 also require the signature of a parent or legal guardian before their Pass will be issued.

PHOTO RELEASE: Mt. Hood Meadows has mountain video cameras, videographers and photographers. In exchange for being able to use this season pass or lift ticket, I grant to Mt. Hood Meadows Ski Resort the irrevocable and unrestricted right to use and publish photographs of me, or in which I may be included, for editorial, trade, advertising, and any other purpose and in any manner and medium; and to alter and composite the same without restriction and without my inspection or approval. I hereby release Mt. Hood Meadows Ski Resort from all claims and liability relating to said photographs.

PROOF OF AGE: Those receiving age-based discounts are required to show identification proving age at time of purchase such as a driver's license, or birth certificate at time of issuance. Senior Passes are any person who is 65 years or older at the time of purchase.

LOST OR FORGOTTEN PASSES: Report lost or stolen Passes immediately. **There is a replacement fee for re-issuing a pass.** The original Pass will be voided and placed on the Void/Bad Pass List for pick up. In the event you have forgotten your Pass, a **ONE TIME ONLY** "I Forgot" lift ticket can be obtained at the Pass Office in the South Lodge. If your "I Forgot" ticket or Pass is found on another person, you will lose your Pass privileges for the remainder of the season with no refund, rebate or compensation and will be prosecuted for theft of services, fraud or worse. After the first "I Forgot" ticket is issued, Participant will not receive any further complimentary privileges.

SKI CHECK SEASON PASS TERMS AND CONDITIONS 2013-2014 SEASON: Good only at Mt. Hood Meadows Ski Check for daily unlimited check of one pair of skis and poles or one snowboard. Ski Check Pass is not valid for overnight check or baskets; these services may be purchased separately on a daily basis based on availability. Ski Check Pass is not transferable and non-refundable. Mt. Hood Meadows reserves the right to revoke the Pass if used by anyone other than the Participant. Participant must present the Pass each time Ski Check facility is used.

All participants named on this application must read and sign the application. Participants under 18 require the signature of a parent or legal guardian (please refer to indemnification language in contract).

I have read and accept the Mt. Hood Meadows Ski Resort 2013-2014 winter season contract of release and indemnification and the terms and conditions of use.

PASS PROTECTION: Mt. Hood Meadows offers Pass Protection to passholders who are concerned that their season could be interrupted due to injury, medical condition or relocation. Pass Protection provides a prorated credit or reimbursement of the unused portion of the season pass. Pass Protection is \$25, and the passholder must enroll within 7 days of their pass purchase. For details visit [SkiHood.com/PassProtection](#). Please initial below:

Please protect our pass purchase with Pass Protection (\$25 / pass).

I am declining Pass Protection by initialing below and understand that my pass is non-refundable regardless of reason.

**I decline
Pass
Protection**

Parent/Legal Guardian Signature	Date	Date of Birth	Parent or Legal Guardian (if any Participant is under 18) Please Print
Participant Signature	Date	Date of Birth	Participant Name
Participant Signature	Date	Date of Birth	Participant Name
Participant Signature	Date	Date of Birth	Participant Name
Participant Signature	Date	Date of Birth	Participant Name
Participant Signature	Date	Date of Birth	Participant Name
Participant Signature	Date	Date of Birth	Participant Name
Participant Signature	Date	Date of Birth	Participant Name

PARTICIPANT (and parent or legal guardian if PARTICIPANT is under 18) signatures are required before season pass will be issued.

GROUP/EVENT/CAMP/SHOP NAME: _____
**TIMBERLINE LODGE AND SKI AREA
 AGREEMENT OF RELEASE AND INDEMNITY
 FOR 2009-2010**

NAME OF PARTICIPANT: _____ AGE: _____ PHONE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

I acknowledge that snowskating, bicycling, skiing, snowboarding, racing, chairlifts, and the boarding and unloading process, sports event production, sports events, snowmobiles, snowcats, vehicle shuttle transportation, and related sports activities including training for such activities (collectively referred to as "Sports Activities") are HAZARDOUS activities and that I have made a voluntary choice to participate in such Sports Activities (or to allow my child to do so) despite the risks that they present. I ASSUME THE INHERENT RISKS OF THE SPORTS ACTIVITIES ON BEHALF OF MYSELF AND ANY CHILD ENTRUSTED TO MY CARE. I understand that no refunds of any fees will be given after the program, event, or session begins.

I hereby irrevocably grant and convey to 'RLK and Company' all right, title and interest in and to record my name, image, voice, statements and/or writings including any and all photographic images and video or audio recordings at Timberline Lodge and Ski Area. I further irrevocably grant to RLK and Company, its advertisers, customers, agents, successors and assigns, unrestricted rights to use the above mentioned sound, still, or moving images in any medium, including posting on the Internet and World Wide Web, for educational, promotional, advertising, or other purposes without limitation consistent with the mission of Timberline Lodge and Ski Area. I agree that all intellectual property rights to the sound, still, or moving images belong to RLK and Company. I voluntarily waive the right to inspect or approve such images and waive my right to any royalties, proceeds or other benefits derived from such photographs or recordings.

I acknowledge that as a Participant in Sports Activities I have certain duties under Oregon law (ORS 30.985) which include, but are not limited to, the following:

- I am the sole judge of the limits of my skills and ability to meet and overcome the inherent risks of Sports Activities and I will maintain reasonable control of speed and course.
- I will abide by the directions and instructions of the ski area operator.
- I will familiarize myself with the posted information on location and degree of difficulty of trails and slopes to the extent reasonably possible before using any slope or trail.
- I will not cross the uphill track of any surface lift except at points clearly designated by the ski area operator.
- I will not overtake any other participant except in such a manner as to avoid contact and shall grant the right-of-way to the overtaken Participant.
- I will yield to other participants when entering a trail or starting downhill.
- I will wear retention straps or other devices to prevent runaway equipment.
- I will not board rope tows, wire rope tows, j-bars, t-bars, ski lifts or other similar devices unless or until I have sufficient ability to use the devices, and I will follow any written or verbal instructions that are given regarding the devices.
- If involved in an accident, I will not depart from the ski area without leaving my name and address if reasonably possible.
- If I am injured (or if my child is injured) I will give notice of the injury to the ski area operator before leaving the ski area.
- I will not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.

I agree that a violation of any of the duties set forth above entitles the ski area to withdraw my privilege of snowskating, snowblading, skiing, snowboarding, boarding or riding chairlifts or snowcats, and my right to use the equipment and facilities at the ski area. I also agree that if I violate any of these duties, this is evidence of my fault for any injuries or damages that may result.

IN CONSIDERATION OF PARTICIPATING IN SNOWSKATING, BICYCLING, SKIING, SNOWBOARDING, RACE TRAINING, EVENT PRODUCTION, RACING, SPORTS EVENTS, CHAIRLIFT USE (INCLUDING LOADING AND UNLOADING), AND/OR SNOWMOBILE OR SNOWCAT TRANSPORTATION, AND VEHICLE SHUTTLING. I AGREE TO RELEASE FROM LIABILITY AND TO INDEMNIFY AND HOLD HARMLESS THE ORGANIZERS AND SPONSORS OF THE SPORTS ACTIVITIES, AND RLK AND COMPANY DBA TIMBERLINE LODGE AND SKI AREA, AND THEIR OFFICERS AND DIRECTORS, OWNERS, EMPLOYEES, VOLUNTEERS, AGENTS, LANDOWNERS, AFFILIATED COMPANIES AND EMPLOYEES FROM ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING COSTS AND ATTORNEY FEES), ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PREPARATION OR PRACTICE FOR, OR MY PARTICIPATION IN, SPORTS ACTIVITIES, OR ANY OTHER USE OF THE FACILITIES OR EQUIPMENT OF TIMBERLINE LODGE AND SKI AREA. THIS RELEASE AND INDEMNITY AGREEMENT IS INTENDED TO RELEASE CLAIMS AND LIABILITIES CAUSED BY THE NEGLIGENCE OF TIMBERLINE LODGE AND SKI AREA AND/OR THE ORGANIZERS AND SPONSORS OF ANY SPORTS ACTIVITIES OR EVENTS.

In the event of any claims or litigation arising out of or in connection with participation in any activity at Timberline Lodge and Ski Area, the venue for legal proceeding shall be Clackamas County, Oregon. If any term is declared to be invalid hereunder, the remaining terms of this Agreement shall continue to be enforceable. This Agreement is governed by Oregon law.

I, the undersigned, have carefully read and understood this Agreement and all of its terms. I understand that this is a RELEASE AND INDEMNITY AGREEMENT which may prevent me or my estate from recovering damages in the event of injury or death. I, nevertheless, enter into this Agreement freely and voluntarily and agree that it will be binding upon me, my heirs, assigns, and my legal representatives.

PARTICIPANT'S SIGNATURE: _____

PARENT OR GUARDIAN OF PARTICIPANT (must be signed by parent or legal guardian if Participant is under eighteen (18) years of age). AS PARENT OR GUARDIAN OF THE NAMED PARTICIPANT, I HEREBY AGREE TO THE INDEMNITY PROVISIONS REFERRED TO ABOVE AND I WILL BE RESPONSIBLE FOR THE PAYMENT OF ANY MEDICAL EXPENSES INCURRED BY THIS MINOR.

PARENT OR GUARDIAN NAME: _____ DATE: _____
 (Please print)

PARENT OR GUARDIAN SIGNATURE: _____

**AGREEMENT OF RELEASE AND INDEMNITY FOR
MT. HOOD SKI BOWL, LLC 2013-2014**

PLEASE PRINT LEGIBLY. ALL FIELDS ARE REQUIRED.

PARTICIPANT: _____ AGE: _____ PHONE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL: _____

TEAM/GROUP NAME: _____ SKIING ABILITY: _____ (beginner, intermediate, advanced)

Please read carefully! This is a release of liability and waiver of certain legal rights.

Participant understands that skiing, snowboarding, ski and snowboard racing, snow tubing, snow play, snowmobiling, snowshoeing, event production, competitions, and any other use of Mt. Hood Ski Bowl, LLC's premises and facilities, including training, coaching, officiating, and volunteering (collectively referred to as "Sports Activities") can be hazardous and that injuries are common when participating in Sports Activities. Participant accepts and assumes the risks associated with Sports Activities, including, but not limited to, changing weather conditions, variations and steepness in terrain, terrain features and parks, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, the uses of lifts, collisions with natural or man-made objects or other persons, grooming and snowmobile equipment, lift towers and other structures and their components, falling, loss of control, the setting and location of race courses, and exceeding one's ability. Participant hereby freely and expressly assumes any and all risk of property damage, injury, and death associated with Sports Activities.

In consideration for the participation in any Sports Activities and the use of any other Mt. Hood Ski Bowl, LLC facilities and premises, Participant hereby agrees to release, hold harmless and indemnify Mt. Hood Ski Bowl, LLC and its owners, partners, employees, directors, officers, agents, affiliates, and related entities ("Ski Bowl") from any and all claims by or on behalf of Participant against Ski Bowl arising directly or indirectly out of Participant's participation in any Sports Activities and/or participant's use of Ski Bowl's facilities and premises. This release includes claims and liabilities arising from any cause whatsoever, including, but not limited to, negligence on the part of Ski Bowl. Participant also agrees to indemnify (including costs and attorneys fees) Ski Bowl for any claim brought on behalf of a minor named in this agreement.

I hereby irrevocably grant and convey to Ski Bowl all right, title and interest in and to record my name, image, voice, statements and/or writings including any and all photographic images and video or audio recordings at Ski Bowl. I further irrevocably grant to Ski Bowl, its advertisers, customers, agents, successors and assigns, unrestricted rights to use the above mentioned sound, still or moving images in any medium, including posting on the internet and word wide web, for educational, promotional, advertising, or other purposes without limitation consistent with the mission of Ski Bowl. I agree that all intellectual property rights to the sound, still or moving images belong to Ski Bowl. I voluntarily waive the right to inspect or approve such images and waive my right to any royalties, proceeds or other benefits derived from such photographs or recordings.

Permission to contact and use e-mail address and text: I accept and give permission to Ski Bowl and their subsidiaries permission to contact me about future offers, using the contact information I have provided. You may on occasion receive e-mail and text from Ski Bowl or subsidiaries, but will have the option to opt out of receiving further communications at any time by requesting to be placed on Ski Bowl or subsidiaries do not contact list. Ski Bowl and subsidiaries includes "all of the entities you will market from".

I have carefully read and understood this Agreement and all of its terms. I enter into this Agreement freely and voluntarily and agree that it will be binding upon me, my heirs, assigns, and legal representatives.

PARTICIPANT NAME: _____ DATE: _____
(Please print legibly)

PARTICIPANT SIGNATURE: _____

Parent or guardian of Participant (must be signed by parent or legal guardian if Participant is under eighteen (18) years of age). As parent or guardian of the named Participant, I hereby agree to the indemnity provisions referred to above and I will be responsible for the payment of any medical expenses incurred by this minor.

PARENT OR GUARDIAN NAME: _____ DATE: _____
(Please print legibly)

PARENT OR GUARDIAN SIGNATURE: _____

Release Agreement

"The purchaser or user of this ticket understands that skiing can be hazardous and accepts and assumes the inherent risks of skiing including but not limited to changing weather conditions, variations or steepness in terrain, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, lift towers and other structures and their components, collisions with chairlifts, snow grooming equipment and other skiers, and a skier's failure to ski within the skier's own ability. Always ski in control."

"THE USER OF THIS TICKET HEREBY RELEASES HOODOO SKI BOWL DEVELOPERS, INC., d.b.a. HOODOO SKI AREA AND ITS AGENTS FROM ANY AND ALL CLAIMS AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS TICKET INCLUDING BUT NOT LIMITED TO SKIING ACTIVITIES AND LOADING AND UNLOADING FROM LIFTS. THIS RELEASE INCLUDES CLAIMS BASED UPON NEGLIGENCE.

The holder of this ticket as condition of being permitted to use the facilities of the area agrees to assume all risk of personal injury or loss of or damage to property and that the management is not responsible for ticket if lost or stolen. This ticket may be revoked without refund at any time for misconduct or nuisance caused by the holder

NO REFUNDS NOT TRANSFERABLE

020452



AGREEMENT-RELEASE OF LIABILITY- John C. Matylonek and Oregon Hang Gliding

1. In consideration for being contracting instruction in the sport of hang gliding, and related activities (hereinafter collectively referred to as hang gliding), I hereby agree as follows:

I, (print name) _____

hereby RELEASE AND DISCHARGE (initial here_____) John C. Matylonek and all contracted instructors of Oregon Hang Gliding and any other related parties or lien holders, from any and all liability, claims, demands, or causes of action that I may hereafter have for injuries and damages arising out of my participation in hang gliding activities including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR INJURIES ARISING FROM THE USE OF THE PROPERTIES PROVIDED BY THE SAME (initial here______). I further agree that I will not sue or make claims against the released parties for damages or other losses sustained as a result of my participation in hang gliding activities (initial here______). I also agree to INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES from all claims, judgments, and costs including attorney's fees incurred in connection with any action brought as a result of my participation in hang gliding activities or losses incurred as a result of the same (initial here______). I fully understand and acknowledge that hang gliding activities have inherent dangers that no amount of care, caution, instruction or experience can eliminate and **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN HANG GLIDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES** (initial here______). I have been advised and recognize that my hang gliding activities are not covered by any personal accident general liability insurance policy issued to the released parties (initial here______). I hereby expressly recognize that this Agreement-Release Of Liability is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in hang gliding activities including any claims caused by the negligence of the same.

2. I hereby confirm that I have been given an option to purchase a waiver of the RELEASE OF LIABILITY COVENANT not to sue and assumption of risk provisions contained in paragraph 1 of this agreement at an additional cost of three hundred dollars (\$300.00). I have chosen to: (circle and initial one) **A. PURCHASE_____ B. NOT PURCHASE_____** this waiver. It is understood that the purchase of the waiver does not constitute contract of insurance but only waiver of the contractual defenses that would otherwise be available to the Released Parties.

I HAVE READ THIS AGREEMENT-RELEASE OF LIABILITY, FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

Signature_____ Date _____

Address_____ City_____ State_____

Home Phone_____ Work Phone_____

Witness_____ Date_____

AGREEMENT-RELEASE OF LIABILITY-Pat Manning

1. In consideration for being permitted to utilize the facilities and property of Pat Manning to receive instruction in the sport of hang gliding, and related activities (hereinafter collectively referred to as hang gliding), I hereby agree as follows:

I, (print name) _____ hereby RELEASE AND DISCHARGE (initial here_____) Pat Manning and any other related parties or lien holders, from any and all liability, claims, demands, or causes of action that I may hereafter have for injuries and damages arising out of my participation in hang gliding activities including but not limited to losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR INJURIES ARISING FROM THE USE OF THE PROPERTIES PROVIDED BY THE SAME (initial here______). I further agree that I will not sue or make claims against the released parties for damages or other losses sustained as a result of my participation in hang gliding activities (initial here______). I also agree to INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES from all claims, judgments, and costs including attorney's fees incurred in connection with any action brought as a result of my participation in hang gliding activities or losses incurred as a result of the same (initial here______). I fully understand and acknowledge that hang gliding activities have inherent dangers that no amount of care, caution, instruction or experience can eliminate and **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN HANG GLIDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES** (initial here______). I have been advised and recognize that my hang gliding activities are not covered by any personal accident general liability insurance policy issued to the released parties (initial here______). I hereby expressly recognize that this Agreement-Release Of Liability is a contract pursuant to which I have released any and all claims against the Released Parties resulting from my participation in hang gliding activities including any claims caused by the negligence of the same.

2. I hereby confirm that I have been given an option to purchase a waiver of the RELEASE OF LIABILITY COVENANT not to sue and assumption of risk provisions contained in paragraph 1 of this agreement at an additional cost of three hundred dollars (\$300.00). I have chosen to: (circle and initial one) **A. PURCHASE_____ B. NOT PURCHASE_____** this waiver. It is understood that the purchase of the waiver does not constitute contract of insurance but only waiver of the contractual defenses that would otherwise be available to the Released Parties.

I HAVE READ THIS AGREEMENT-RELEASE OF LIABILITY, FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.

Signature_____ Date _____

Address_____ City_____ State_____

Home Phone_____ Work Phone_____

Witness_____ Date _____

Oregon Hang Gliding –Litigation Fee Agreement and Medical Certification**131 NW 4th St PMB 273 Corvallis, OR 97330 541 913 1339**

Please Print

Name _____ Age _____

Address _____ City _____ Zip _____

Home Phone _____ Work Phone _____ Email _____

Height _____ Weight _____ Date of Last Aerobic Exercise (20 minutes or longer and
70-80% of your maximum heart rate) _____**Lawyer Fee Liability Release**

I acknowledge that hang gliding can be inherently dangerous. With this knowledge I assume all risk and liability. As the undersigned student, I hereby and herein agree to release and discharge Oregon Hang Gliding, John C. Matylonek, his agents, assistants, employees, contract instructors and land owners from any all responsibility and liability of whatever nature which may arise from hang gliding activities. This applies to property damage. Should any litigation occur by me or my behalf against Oregon Hang Gliding, John C. Matylonek, his agents, assistants, employees, contract instructors, or landowners I will assume liability for all court costs and legal fees incurred due to such action. _____ Initial

Important This is a release of liability and an agreement to pay lawyer fees and court costs for all parties.

Medical Statement for Undergoing Hang Gliding Activities

I hereby certify that I am not aware of and not under treatment for any physical infirmity, chronic ailment or injury of any nature. I have never been treated for cardiac or a pulmonary condition, high or low blood pressure, fainting spells or convulsions, hearing loss or nervous disorder. _____ Initial

I am aware that hang gliding instruction involves strenuous activity that may cause aerobic and anaerobic stress on the body and assume all risks and liability for any and all secondary medical effects resulting from the hang gliding instruction _____ Initial

I hereby state that I have read, understand and agree to this release and attest to the accuracy of the information provided. (minors must have their parent's signature).

Signature _____ Date _____

Witness _____ Date _____

Note: This agreement does not expire. It covers instruction, advice, and demonstration flying of hang gliding equipment beyond the paid or contracted instructional lessons.

App-9



(800) 820-RAFT
(541) 746-5422
www.oregonwhitewater.com

[HOME](#)[THE RIVERS](#)[GEAR LIST](#)[TRIP INFO](#)[PRICES](#)[CONTACT US](#)[BROCHURE](#)[LINKS](#)

WAIVER AND RELEASE OF LIABILITY

Oregon Whitewater Adventures
39620 Deerhorn Road
Springfield, OR 97478
541-746-5422 800-820-RAFT

In consideration of Oregon Whitewater Adventures furnishing services and equipment to enable me to participate in whitewater rafting, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have (a) inherent risks, dangers and hazards and such exists in my use of rafting equipment and my participation in rafting activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Oregon Whitewater Adventures; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route locations, and water level, risks of falling out of or drowning while in a raft and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees or Oregon Whitewater Adventures, or by another person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Oregon Whitewater Adventures and its owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of rafting equipment or my participation in rafting activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Oregon Whitewater Adventures.

I authorize Oregon Whitewater Adventures to use my or my child's photo for sale or reproduction in any manner the company desires, for advertising, display, audiovisual, exhibition or editorial use.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Oregon Whitewater Adventures or its agents is a party shall be either the City of Springfield, Oregon Justice Court or the County of State Supreme Court in Lane County.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE OREGON WHITEWATER ADVENTURES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

River	Date of Trip
Signature	Printed Name
Street Address	City State Zip
Signature of Parent or Guardian (if less than 18 years old)	Date

Date of Trip
Printed Name
City State Zip
Date

I [PRINT NAME HERE] _____ (hereafter, "Participant", which term includes Participant's parent or legally-appointed Guardian, if a minor), freely and voluntarily seek to participate in any or all programs, events and/or activities sanctioned, produced, or sponsored by the U.S. Dressage Federation ("USDF") that include educational and training programs, youth programs, clinics, and/or competitions at any time and at any location. These activities, programs, and events will hereafter be referred to as "the Activities," and the USDF, together with its sponsors, managers, property owners, officials, organizers and affiliates and their respective directors, officers, members, employees, agents, volunteers, representatives, and designated officials will collectively be referred to as "Event Sponsor."

In consideration of the Event Sponsor allowing Participant to participate in the Activities, now and in the future, Participant agrees as follows:

1. *Acknowledgment of Inherent Risks of Equine Activities/Assumption of Risks.* Participant acknowledges that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving the Event. The inherent risks include those dangers and conditions which are an integral part of equine activities, including, *but not limited to*: (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of the equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a participant or other Participant to act in a negligent manner that may contribute to injury to the participant, Participant, or others, such as failing to maintain control over the equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or animal may cause injury or harm to the rider or other persons or animals in the vicinity. *Participant is not relying on Event Sponsor to list within this document all possible inherent risks or all risks of participating in any of the Activities at any location.*

2. *Waiver and Release of Liability.* With full knowledge and appreciation of these and other inherent risks associated with equine activities and the Activities, Participant freely and voluntarily assumes the risks of the equine activities involved in any aspect of them. In this connection, Participant also voluntarily agrees to waive any and all rights to sue and hereby releases the Event Sponsor from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of the Event, or resulting from any action or inaction by the Event Sponsor. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the Event Sponsor and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither Participant nor Participant's representatives shall make any claim against, maintain an action against, or recover from the Event Sponsor or its sponsors, directors, officers, members, employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury, loss, damage or death of the Participant, to the Participant's horse, or to the Participant's personal property (regardless of ordinary negligence by the Event Sponsor or regardless of an alleged violation of an applicable equine activity liability law).

3. *Equine Liability Act.* Should the Activities take place in a state with an equine activity liability law, Participant acknowledges reading the applicable state warnings and/or provisions set forth below and on the next page (if any).

OREGON

In accordance with Oregon Revised Statutes 30.691, Participant (or persons or entities affiliated with Participant), as a condition of participation in The Event, further waives the right to bring an action against the Event Sponsor (as defined in the Assumption of Risk, Waiver, or Release of Liability) for any injury or death arising out of riding, training, grooming or riding as a passenger upon the equine

4. *Miscellaneous.* This document is intended to be as broad and inclusive as applicable state law permits. If any clause conflicts with applicable law, only that clause will be void but the remainder shall stay in full force and effect.

**I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY,
I UNDERSTAND THAT IT IS RELEASE OF CLAIMS AND THAT I AM ASSUMING RISKS INHERENT TO MY
PARTICIPATION, AND I AGREE TO BE FULLY BOUND BY ITS TERMS**

Signature of Participant

Date

Print Name of Participant

Date of Birth [If Participant is Under 18]

IF Participant IS UNDER 18 YEARS OF AGE:

Signature of Parent or Legally-Appointed Guardian

Date

Print Name of Parent or Legally-Appointed Guardian

Full Address of Participant and Parent or Guardian Appointed by Law
(Revised form 1/07)

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

App-11

Motor Sports Racing Willamette Speedway Lebanon July 4 2004

DESCRIPTION AND LOCATION OF EVENT

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, burn out area, approach area, shut down area, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas and his participation, if any, in the event constitutes an acknowledgement that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted areas:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releasees", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, working for, or for any purpose participating in the event;

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

PRINT NAME HERE

SIGN NAME HERE

PRINT NAME HERE

SIGN NAME HERE

**OREGON BICYCLE RACING ASSOCIATION,
PO BOX 5773, SALEM, OR 97304
ACCIDENT WAIVER AND RELEASE OF LIABILITY**

1. I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.
2. I certify that I am physically fit, have sufficiently trained to be a participant in the event and have not been advised otherwise by a qualified medical person.
3. I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by event holders, sponsors and organizers, in events in which I may participate and that it will govern my actions and responsibilities at said events.
4. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge the Oregon Bicycling Association, their directors, officers, employees, volunteers, agents, event holders, event promoters, event sponsors, event volunteers, event permit grantors, event property owners, and event participants, from any and all liability for my death, disability, personal injury, property damage, property theft, lost income, or any other losses, costs or actions of any kind which hereafter may accrue to me by virtue of my training for this event, my participation in this event or my travel to or from this event; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event.
5. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this event.
6. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and/or assigns.
7. **IMPORTANT: OBRA and the organizers of this race do not provide insurance coverage for injuries that occur at the race. The costs related to those injuries are the responsibility of the individual participant.**
8. Bicycle use: Bicycles or bicycle equipment, wheels or other components may be loaned or borrowed for use in this event. A nominal charge may be collected to cover bicycle maintenance and purchase. This is a loan and does not constitute a rental agreement. I understand that I assume responsibility for the mechanical soundness of the bicycle and its parts, including but not limited to tires, gears, chain and bolts. I have examined or will examine the bicycle and certify that it is properly assembled and fit to ride. I accept responsibility for damaged or lost equipment.
9. The AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
10. I hereby certify that I have read this document; and, I understand its content.

Plate/Bib # _____ Racing Age _____ Category _____ Club/Team _____

Name (print) _____ Email: _____

Street _____

City _____ State _____ Zip _____ Phone (contact) _____

Who to notify in case of emergency: _____ Phone: _____

Signature of entrant: _____ Dates(s) _____

PARENT GUARDIAN WAIVER FOR MINORS (Under 18 years old) The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Signature of parent or guardian: _____ Dates(s) _____

Name

Event

Dates(s)

License#

Annual

One Day

CLUB OF ENROLLMENT

Club Number: 00955 Street Address: 4224 NE Halsey St.
 City: Portland State: OR Zip: 97213

PERSONAL INFORMATION

Last Name: [REDACTED] First Name: [REDACTED]
 Street Address: [REDACTED]
 City: PORTLAND State: OR Zip: 97212
 Home Ph.: [REDACTED]
 Work Ph.: Ext: [REDACTED]
 Birthdate: [REDACTED] Age: 34 Gender: M
 E-Mail Address: [REDACTED]
 Employer: [REDACTED] Corp. Id: [REDACTED]

ACCOUNTING

Initiation Fee:	\$74.99
Dues for Prorated Days:	\$0.00
First Month's Dues:	\$39.99
Last Month's Dues:	\$39.99
Taxes/Fees/Surcharge:	\$0.00
Total Due Now:	\$154.97
Amount Received:	\$36.00
Balance Due (non-refundable)	\$119.97

For Loyalty Monthly Payment Memberships Only

Monthly Dues After: 10 / 05 / 2014 \$29.99 *

All monthly dues memberships subject to dues increase after 12 months, except Loyalty memberships which are subject to increased monthly dues after 24 months. (For details, see section 3 on page 3.)

* Beginning with EFT/RCC debits after that date.



See page 2 of this agreement (if applicable) for details on payment plans and/or payment authorization.

Initiation fees, dues for prorated days, first and last month's dues, and prepaid dues are non-refundable, unless specifically stated otherwise in Section 6.

Sold By: Robert Margolin
 Emp #: 6147

RELEASE OF LIABILITY - ASSUMPTION OF RISK - E-SIGNATURE - BUYER'S RIGHT TO CANCEL - AGREEMENT TERM

Using the 24 Hour Fitness USA, Inc. (24 Hour) facilities, services, or activities involves the risk of injury to you or your guest, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, such as catastrophic injuries including death. In consideration of your acceptance of the benefits under this agreement, you understand and voluntarily accept this risk and agree that 24 Hour, its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to you, your spouse, guests, unborn child, or relatives resulting from any negligence of 24 Hour or anyone on 24 Hour's behalf or anyone else whether related to exercise or not. You agree to indemnify, defend and hold 24 Hour harmless against any liability, damages, defense costs, including attorneys fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage caused by your negligence or other wrongful acts or omissions. You further agree to hold harmless, defend and indemnify 24 Hour from all liability, damages, defense costs, including attorneys fees, or from any other costs incurred in connection with claims for bodily injury, wrongful death or property damage brought by you, your guests, or minors, even if 24 Hour Fitness was negligent. Further, you understand and acknowledge that 24 Hour do not manufacture fitness or other equipment at its facilities, but purchases and/or leases equipment. You understand and acknowledge that 24 Hour is providing recreational services and may not be held liable for defective products. By signing below, you acknowledge and agree that you have read the foregoing and know of the nature of the activities at 24 Hour and you agree to all the terms of this agreement and acknowledge that you have received a copy of it and the membership policies and a written description of the services and equipment provided by 24 Hour.

By my signature below, I give my express consent to receive marketing communication from or on behalf of 24 Hour Fitness by telephone, pre-recorded message, and other means. I acknowledge that I may change my communication preferences by contacting Member Services at (800) 432-6348 (See Section 3(h) on page 3 for additional terms).

I hereby consent to the use of an electronic signature to record my commitment to the terms of this Agreement.

IF YOU WISH TO CANCEL THIS CONTRACT, WITHOUT PENALTY, YOU MAY CANCEL IT BY DELIVERING OR MAILING A WRITTEN NOTICE TO 24 HOUR. THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE CONTRACT AND MUST BE DELIVERED OR MAILED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS CONTRACT. THE NOTICE MUST BE MAILED TO: P.O. BOX 787, CARLSBAD, CA 92018. IF YOU CANCEL WITHIN THE THREE DAYS, 24 HOUR WILL RETURN TO YOU WITHIN 15 DAYS ALL AMOUNTS YOU HAVE PAID.

MONTHLY PAYMENT - Membership

BEGINS: October 05, 2013

MONTHLY DUES: \$39.99

Your Monthly Payment Membership may be terminated as explained in Section 6. Initiation fees, dues for prorated days, and first month and last month's dues are non-refundable, unless specifically stated otherwise in Section 6. You understand that the minimum term of your agreement includes any prorated days (up to 6 days) plus your first month and your last month (so, depending on the number of pro-rated days your minimum term will be from 58 to 68 days). You understand that your agreement begins on the day shown above after begins: _____. You understand that you shall make monthly payments for your Membership agreement and that 24 Hour will charge you for those monthly payments on a monthly basis starting on the EFT/RCC begin date shown on page 2 after 'EFT/RCC begin date: _____' and again on the same date each month your Membership agreement is in effect. Your monthly dues rate is shown above and that same rate shall apply each month (subject to any dues increases pursuant to Section 3(c) of this agreement) regardless of the number of days in each month. In other words, the same rate will apply for February (a 28-day month) as March (a 31-day month). Pre-paid last month's dues are based upon a 30-day month. Upon receipt of your request to cancel your membership, 24 Hour Fitness will apply your last month's dues; your club access and membership will end after your paid period ends, which includes any remaining paid days and last month's dues. Please see Section 6 of your agreement for more details.

MEMBER SIGNATURE:

DATE SIGNED: October 05, 2013

CO-SIGNER

Parent or Guardian: On behalf of my minor child and myself, I agree to the Release of Liability/Assumption of Risk and Applicable Law clauses in this agreement and I agree to defend and indemnify 24 Hour to the fullest extent permitted by law for any claim brought by my minor child against 24 Hour. I also promise to pay any financial obligation that my minor child does not pay for any reason.

Financial Cosigner: I agree to the Applicable Law clause in this agreement, and I promise to pay any financial obligation that the member does not pay for any reason. I also agree to defend and indemnify 24 Hour to the fullest extent permitted by law for any claim brought against 24 Hour by the member.

Whether Parent or Cosigner, I understand my obligation can only end if the member properly terminates the membership according to this agreement. If I signed the Payment and Transfer Authorization on page 2, I agree to directly pay according to the terms in this agreement.

CO-SIGNER SIGNATURE:

DATE SIGNED: _____

Last Name:	First Name:
Street Address:	City:
home ph.:	State:
work ph.:	Zip:

EXPECTED DATE OF OPENING:

The expected date of opening may not affect the date your EFT/RCC starts. Your EFT/RCC shall begin in accordance with the terms of your Agreement. Your EFT/RCC may begin before or after the expected date of opening.

LA FITNESS.

BAR CODE

It is agreed by and between Fitness International, LLC d/b/a LA Fitness ("LA Fitness") and you, the undersigned Buyer (individually, if you are the Member, and/or as agent or guardian of the Member or responsible party), that you are purchasing a Membership from LA Fitness according to the terms on both pages of this Membership Agreement and the current Membership Policies and Club Rules and Regulations provided herewith ("Agreement").

- PAID IN FULL ("PIF") MEMBERSHIP: EXPIRES 01-02-15.
 PIF Annual Renewal Offer (details on page 3): \$ 299.00 (+ N/A % tax).
 WEEKLY DUES MEMBERSHIP = \$ every wk. (+ % tax).
 BI-WEEKLY DUES MEMBERSHIP = \$ every 2 wks. (+ % tax).
 MONTHLY DUES MEMBERSHIP = \$ per mo. (+ % tax).
 ANNUAL DUES MEMBERSHIP = \$ per yr. (+ % tax).

An Annual Fee of \$ (+ % tax) will still be billed to former Bally members per the terms of their original Bally agreements.

A Biannual (i.e., twice yearly) Fee of \$ (+ % tax) will still be billed to former Urban Active members per the terms of their original Urban Active agreements.

Your Weekly, Bi-Weekly, Monthly, or Annual Dues, as applicable ("Dues") will be billed by electronic funds transfer to your bank account ("EFT") or credit card ("CC") (together, "EFT/CC") each Billing Period per the EFT/CC REQUEST below UNTIL YOU CANCEL.

On a Family Account Membership ("FAM"), the Dues amount above is fixed, paid from one account, and permits up to 4 Members at this Dues rate, but only the individuals identified at enrollment in the FAO Names above. With a Family Add-On ("FAO") Membership, each person's individual Dues rate is as indicated above and must be paid via one account. Only FAO Members may split from the Primary Account; each FAO Member who splits off to pay separately may be charged a \$79 split fee.

YOUR EFT/CC BILLING DATE: Your Dues (including fees for any services checked above) will be automatically billed and collected electronically once every N/A (your "Billing Period") beginning on N/A and CONTINUING on that same day every Billing Period or as soon thereafter as practical, until your Membership is cancelled as provided herein.

HOW TO CANCEL YOUR DUES MEMBERSHIP: You may cancel your Membership and the continued billing of Dues via EFT or CC by mailing written notice of your cancellation request to: LA Fitness, P.O. Box 54170, Irvine, CA 92619-4170. A cancellation notice postmarked at least 5 business days before your next billing date should result in no further Dues billing. A cancellation notice postmarked less than 5 business days before your next billing date may result in one more Dues billing. In either case, if such an additional Dues billing occurs, LA Fitness will refund that billing. Your prepaid last Billing Period Dues will be applied to the Billing Period following the final Billing Period paid for by your recurring EFT or CC Dues billings, and your Membership will expire at the end of that prepaid last Billing Period. Until your Membership expires, you will have continued club access; PIF Memberships may not be cancelled in this manner.

***EFT/CC REQUEST:** To the extent permitted by law, you authorize us to initiate separate EFT/CC charges from the account you identified and/or any replacement account (the "Account") for the following amounts: (1) the Balance Due above, if not otherwise paid within 60 days after the date hereof; (2) your recurring Billing Period Dues, if applicable; (3) a recurring or one-time freeze fee (based on Dues type and PIF status) if you request, and we permit, a freeze of your Membership; (4) a return fee up to \$10 for any EFT charge returned unpaid or on a credit/debit card return; (5) the Annual/Biannual Fee above, if applicable; and (6) any other fee for personal training services or other goods/services we provide you from time to time if you instruct us to bill the charge to your Account on file, as authorized by you at that time. Authorized EFT/CC payments may be separately initiated or, to the extent permitted by law, combined with other authorized EFT/CC payments. You have the right to receive notice if a preauthorized charge varies from the previous amount. If tax rates change to alter such a charge, you consent to receive notice only if the charge varies by more than 10%. You may cancel your EFT/CC authorization by giving us written notice of termination. It will take effect after we have had a sufficient time to allow us and your financial institution, using commercially reasonable efforts, to act on the notice. You agree to give us notice if your billing or Account information changes and you authorize us to seek and obtain information about changes in Account numbers and status from third parties, such as your bank or our credit card processor. If you decide to change your billing information, a 30-day notice may be required.

By signing this Agreement, Buyer acknowledges that Buyer is of legal age, has received a filled-in and completed copy of this entire Agreement, identifying the Membership type and services purchased, has read and understands the entire Agreement, including but not limited to the EFT/CC Request (if applicable), the Release and Waiver of Liability and Indemnity, the Agreement to Arbitrate all Disputes, and current Membership Policies and Club Rules and Regulations provided herewith. This Agreement constitutes the entire agreement of the parties and no other agreement or understanding exists between Buyer and LA Fitness. LA Fitness has made no express or implied warranties or representations, other than those expressly set forth in this Agreement to induce Buyer to enter into this Agreement. LA Fitness recommends that you consult your physician prior to beginning any exercise or weight loss program. Any conflict between the original Agreement and any copy shall be controlled by the original. Buyer consents to receiving telephone calls from LA Fitness, its affiliates and business partners, at any telephone number indicated above, including to receive news of special offers and programs, and for purposes related to Buyer's account information. Buyer hereby consents to the use of an electronic signature to record Buyer's commitment to the terms of this Agreement.

BUYER'S RIGHT TO CANCEL: If you wish to cancel this contract, without penalty, you may cancel it by delivering or mailing a written notice to the health spa. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be mailed to: LA Fitness at P.O. Box 54170, Irvine, CA 92619-4170, or delivered to the club of enrollment. If you cancel within the three days, the health spa will return to you within 15 days all amounts you have paid. Buyer acknowledges that he/she was shown a comprehensive list of all Membership plans offered for sale and the respective price of each.

The length of this Agreement is a minimum of 12 Months, subject to the cancellation and renewal provisions herein. If you purchased a Dues Membership, you will be automatically billed every N/A until you cancel your Membership as described herein.

Club or enrollment address:
1110 S. BROADWAY

LA FITNESS EMPLOYEE ID NUMBER

NOTICE: Dues Memberships are authorizing a RECURRING TRANSACTION. Also, when you provide a check as payment under this Agreement, you authorize LA Fitness either to use information from your check to make a one-time electronic fund transfer from that checking account or to process the payment as a check transaction. When LA Fitness uses information from your check to make an electronic fund transfer, funds may be withdrawn from the account on which the check is drawn as soon as the same day LA Fitness receives your payment and you will not receive your check back from your financial institution.

OR FIT 11/13

Page 1 of 3

MEMBER'S / BUYER'S SIGNATURE

DATE

PORLAND SE

ADDITIONAL TERMS AND PROVISIONS

App-15

Except as otherwise stated herein, all notices to LA Fitness hereunder shall be mailed (recommended certified or registered, return receipt requested) 92618-4170 or to such other address designated for notice as posted at LA Fitness club facilities. A cancellation notice should include sufficient information, barcode number, name, address and/or email address; use of an LAF-provided form is recommended. All notices to Member hereunder shall be mailed to the address Member has provided in this Agreement or to such other address which Member agrees to notify LA Fitness of in writing and in accordance with this paragraph. If any part of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not be affected.

NOTICE TO FORMER BALLY MEMBERS: If LA Fitness acquired your Bally membership agreement on November 30, 2011, and if LA Fitness is now honoring the membership rate you paid thereunder (rather than selling you an upgraded or new Membership), then you understand and agree that if your acquired agreement provided for annual rate increases, then your rate hereunder is still subject to an annual increase by an amount that is the greater of 10%, \$1.00 per month, or the latest annual increase in the Consumer Price Index, consistent with the terms of, and on the same renewal date as, your acquired agreement.

You (individually, if you are the Member, and as agent and/or guardian of Member) agree that Member, and Member's family members, and any guests and invitees shall be bound by this Agreement and the LA Fitness Membership Policies and Club Rules and Regulations provided herewith for the usage of LA Fitness club facilities. You agree that the Membership Policies and Club Rules and Regulations may be revised, supplemented or amended in the sole and absolute discretion of LA Fitness and any such changes shall become immediately effective upon posting in the LA Fitness club facilities.

Unless otherwise provided herein, the initiation fee is non-refundable. The initiation fee is not a prepaid sum for services; it merely entitles you to buy services by paying Dues and other applicable charges. Dues will be in the amount indicated above. You agree to pay Dues in advance, for the first and last months (or first and last two weeks, or first and last weeks, as applicable) of Membership. Termination of Membership will be effective only if the procedures described herein are followed. In case of a multi-member Membership, termination by one Member may cause the Dues rates applicable to the remaining Members to increase to the prevailing individual rates. Failure by any Member to use the Membership will not relieve you of your payment obligation regardless of the circumstances, except as provided for below. If any payment of Dues or other charges is not made on time, LA Fitness may, but is not obligated to, suspend or terminate your Membership. No refunds shall be made for Membership Dues paid, except as specifically provided in this Agreement. In no event shall this Agreement require payments or financing or extend for a period that would give rise to a retail installment contract or be greater than that permitted under the laws of the State of Oregon.

IMPORTANT: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY. You hereby acknowledge and agree that use by Member and/or by Member's minor children of LA Fitness' facilities, services, equipment or premises, involves risks of injury to persons and property, including those described below, and Member assumes full responsibility for such risks. In consideration of Member and Member's minor children being permitted to enter any facility of LA Fitness (a "Club") for any purpose including, but not limited to, observation, use of facilities, services or equipment, or participation in any way, Member agrees to the following: Member hereby releases and holds LA Fitness, its directors, officers, employees, and agents harmless from all liability to Member, Member's children and Member's personal representatives, assigns, heirs, and next of kin for any loss or damage, and forever gives up any claim or demands therefore, on account of injury to Member's person or property, including injury leading to the death of Member, whether caused by the active or passive negligence of LA Fitness or otherwise, to the fullest extent permitted by law, while Member or Member's minor children are in, upon, or about LA Fitness premises or using any LA Fitness facilities, services or equipment. Member also hereby agrees to indemnify LA Fitness from any loss, liability, damage or cost LA Fitness may incur due to the presence of Member or Member's children in, upon or about the LA Fitness premises or in any way observing or using any facilities or equipment of LA Fitness whether caused by the negligence of Member(s) or otherwise. You represent (a) that Member and Member's minor children are in good physical condition and have no disability, illness, or other condition that could prevent Member(s) from exercising without injury or impairment of health, and (b) that Member has consulted a physician concerning an exercise program that will not risk injury to Member or impairment of Member's health. Such risk of injury includes (but is not limited to): injuries arising from use by Member or others of exercise equipment and machines; injuries arising from participation by Member or others in supervised or unsupervised activities or programs at a Club; injuries and medical disorders arising from exercising at a Club such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere in Club dressing rooms, showers and other facilities. Member further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Member has read this release and waiver of liability and indemnity clause, and agrees that no oral representations, statements or inducement apart from this Agreement have been made.

Agreement to Arbitrate all Disputes. IN THE EVENT OF ANY DISPUTE (OTHER THAN ONE FILED IN A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS) BETWEEN YOU AND LAF ("LAF" AS USED IN THIS PROVISION INCLUDES LA FITNESS, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS), YOU AND LAF CONSENT TO ARBITRATE THAT DISPUTE BEFORE A SINGLE ARBITRATOR UNDER THE THEN CURRENT RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN A LOCATION NEAR YOUR LAF CLUB, RATHER THAN LITIGATE THE DISPUTE IN COURT. YOU AND LAF ALSO AGREE THAT THE FEDERAL ARBITRATION ACT GOVERNS THE ARBITRABILITY OF ALL DISPUTES BETWEEN YOU AND LAF. IF YOU DO NOT WANT TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY LAF IN WRITING, BY MAIL TO LAF AT P.O. BOX 54170, IRVINE, CA 92619, WITHIN 30 DAYS OF THE DATE YOU FIRST RECEIVE THIS AGREEMENT, STATING THAT YOU DO NOT WANT TO RESOLVE DISPUTES WITH LAF BY ARBITRATION. IN ADDITION, YOU AGREE NOT TO PARTICIPATE IN A CLASS ACTION, A CLASS-WIDE ARBITRATION, CLAIMS BROUGHT IN A REPRESENTATIVE CAPACITY, OR CONSOLIDATED CLAIMS INVOLVING ANOTHER PERSON'S ACCOUNT, IF LAF IS A PARTY TO THE PROCEEDING. THE ARBITRATOR SHALL INTERPRET AND DETERMINE THE VALIDITY OF THE ARBITRATION PROVISION, INCLUDING UNCONSCIONABILITY. IF THE ARBITRATOR FINDS THAT THE ARBITRATION AGREEMENT, INCLUDING CLASS WAIVER, IS UNENFORCEABLE, IN WHOLE OR PART, THE ENTIRE ARBITRATION PROVISION SHALL BE NULL AND VOID AND EITHER PARTY MAY FILE THE ACTION IN COURT.

Dues Rate: For new members, LAF may increase the monthly Dues amount by no more than \$1 per month, on an annual basis. The first increase will not occur until 3 years after date of enrollment.

MEMBER'S/BUYER'S INITIALS: 

LA Fitness makes no warranties or representations, express or implied, other than those set forth herein, and your sole and exclusive remedy in the event of any breach of this Agreement shall be cancellation of this Agreement. IN NO EVENT SHALL LA FITNESS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. In addition to the other Dues, fees and charges provided for in this Agreement, you agree to pay a \$10.00 service fee for any item or direct charge memo not paid by your financial institution or account when presented for payment by LA Fitness. An active Membership in good standing may be placed on an inactive status (frozen) pursuant to LA Fitness' current policy. LA Fitness may assign this Agreement, including Member's payment obligation herein. Member may not sell, assign, or transfer this Agreement and any such attempt shall be null and void. If the LA Fitness club facilities are unavailable to Member for a continuous period in over 72 hours, the LA Fitness club Membership time (upon request) may be extended for a period equal to the time of such unavailability. LA Fitness, in its sole and absolute discretion, reserves the right to close any LA Fitness club and/or change existing LA Fitness club rules, regulations, conditions, guidelines, facilities, classes, programs and hours of operation. Classes, facilities, parking and equipment are available subject to demand and may be crowded at peak hours or may be discontinued or times changed if demand fluctuates. Other clubs may be built, acquired, reopened or converted after the date of your Agreement which may be excluded from your Membership at the sole discretion of LA Fitness.

SERVICES PROVIDED: Membership provides Member with access to use of the LA Fitness workout facilities, group aerobics classes, basketball court and swimming pool during the hours such facilities are open and available to all Members. Additional benefits are available for an additional charge, including personal training, racquetball court access, and Kid's Klub.

In the event Member, or any of Member's family or an invitee of Member, violates any of the terms or provisions of this Agreement or the LA Fitness Membership Policies and Club Rules and Regulations, LA Fitness may suspend their right to use the club facilities and the services until such time as Member, or Member's family Members, have abided by and fully complied with the terms and provisions of this Agreement and the LA Fitness Membership Policies and Club Rules and Regulations. Member shall not be entitled to any refund, credit or abatement of Membership Dues for the period during which the Membership was suspended. If Member, or Member's family or an invitee of Member, thereafter violates any of the terms and provisions of this Agreement or the LA Fitness Membership Policies and Club Rules and Regulations, LA Fitness may terminate Member's Membership and the right to use the LA Fitness facilities without reimbursement. LA Fitness also reserves the right to terminate the Membership for any reason whatsoever upon written notice and a refund of the pre-paid Dues, if any.

ADDITIONAL CANCELLATION RIGHTS. Buyer may also cancel this agreement by providing written notice to LA Fitness at the P.O. Box address above if: (a) Buyer dies or becomes physically unable to use a substantial portion of the health spa services used by Buyer from the date of this contract until the time of disability (Buyer may be required to confirm the disability via an examination by a physician agreeable to Buyer and LA Fitness); (b) LA Fitness goes out of business; (c) LA Fitness moves the facility closest to Buyer's residence, as of the date this contract, more than five additional miles from that residence; (d) a facility (or construction/improvement) is not completed by a date represented in this contract; or (e) LA Fitness materially changes the health spa services promised as part of this initial contract. If this contract is appropriately cancelled for any of the reasons outlined in sections (a) through (e) above, Buyer shall be entitled to a refund in an amount computed by dividing the contract price by the number of weeks in the contract term and multiplying the result by the number of weeks remaining in the contract term. Under state law, you may also be able to suspend or terminate this Agreement if you are called into active military duty.

LA FITNESS MEMBERSHIP POLICIES AND CLUB RULES AND REGULATIONS

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The following Membership Policies and Club Rules and Regulations ("Rules and Regulations") are a part of the Membership Agreement. You abide by the Rules and Regulations and other rules as posted which may vary depending on the club location and services offered. LA Fitness may change the Rules and Regulations without notice at any time. LA Fitness will post any such changes at the clubs. The Rules and Regulations and the individual club rules apply to Members as well as their family members, guests and invitees (collectively, "guests") while in, on or about the club premises.

Membership types and services are subject to change without notice and are not necessarily available at all clubs. If a service is eliminated and additional fees were charged for that service, the fees will be discontinued upon Member's request. No fee reductions will be made if services that are provided at no additional charge are discontinued. Club classifications are subject to change without notice or fee adjustment.

MEMBERSHIP TYPES

Visit www.lafitness.com for current club listings and locations. Future locations and brands may be excluded from any Membership type at LA Fitness' discretion.

NOTE: Except as provided hereafter, if LA Fitness is honoring your former Bally "Local" membership, then you will have access to all LA Fitness clubs in your state of enrollment; if LA Fitness is honoring your former Bally "National" membership, then you will have access to all LA Fitness club locations in all states (except in New York). Access does not include admittance to "Signature" clubs. Future club locations and brands may be excluded in LA Fitness' discretion.

Signature: A multi-state Membership valid at LA Fitness clubs in all states, including "Signature" clubs.

Premier: A multi-club Membership valid at LA Fitness clubs in all states, except "Signature" clubs and clubs located in the state of New York.

Premier – Single State: A multi-club Membership valid only at LA Fitness clubs in the state of enrollment, excluding "Signature" clubs.

Single: A single club Membership valid only at the club of enrollment.

Family Account Membership ("FAM"): Allows for up to four Members to be on the same account at a set Dues amount. However, only the individuals identified at time of enrollment (on page 1, as FAO names) may be included in this Membership and the Dues amount does not vary or decrease if one of those individuals chooses to no longer be a Member. There is no option to freeze this type of account.

Limited Club Access: If this box is checked on page 1, this Membership does not permit access to the health club facility on Monday, Tuesday, Wednesday or Thursday after 4:00 p.m.

PIF Annual Renewal Offer: The PIF ("Paid In Full") Annual Renewal amount is an offer to continue your membership uninterrupted upon the completion of each PIF term. You are not obligated to renew and you will not be billed unless you request a renewal and provide billing information. The renewal rate is valid only in conjunction with an uninterrupted continuation of this current PIF membership. Before making a renewal request, compare your renewal amount to the current rates for a new membership. If you renewed prior to comparing your renewal amount and you have purchased a new LAF membership, you have 14 days from the date you renewed to request a refund of your renewal.

SERVICES

Racquetball Courts: If this service is purchased, it entitles the Member to use racquetball courts (subject to club reservation policies and court availability) at any LA Fitness club that offers racquetball courts where Member has a valid LA Fitness Membership.

Kid's Klub: If Kid's Klub services are purchased, the parent or guardian must check the child in and out of Kid's Klub and the parent or guardian who checks the child in must check the child out. Children may remain in Kid's Klub for a maximum of two hours and the parent or guardian must remain on LA Fitness' premises at all such times. Please check with the front desk for additional rules, policies and applicable fees concerning Kid's Klub.

Family Access: If "Family Access" is checked under the "Services" heading on page 1, the Membership you have purchased includes use of the Kids' Klub services for up to 2 children, during the times and pursuant to the current rules such services are made available at the club (currently for ages 3 months – 12 years). Additionally, the paying adult Member(s) on this Membership may bring in a family member aged 14-18 to use the club with that adult, provided the paying adult Member is at the club with the family member at all times. However, this guest family access is not available after 5:00 p.m. Monday through Thursday.

Guest Privileges: If "Guest Privileges" is checked on page 1, Member may bring in up to two guests, age 14 or older, to use the club with Member once per day.

RULES AND REGULATIONS

1. Upon entering the club, all Members are required to present their active Membership card or driver's license or other government issued picture identification. Without the Membership card or proper identification, LA Fitness may prohibit your use of the facilities or may charge a guest fee for use of the facilities for that day.
2. All guests must sign a medical and injury release form prior to using the club facilities and follow all Rules and Regulations. All guests must prove that they are at least 18 years of age or older or are at least 14 years of age and accompanied by a parent or legal guardian. All guests using a Guest Pass may only do so one time during any six month period and must arrange for a brief tour of the club at least 24 hours in advance of their arrival and provide proof that their residence is within 25 miles of the club. Guest fees are subject to change without notice. LA Fitness may restrict the number of guests brought by a Member and reserves the right to discontinue guest privileges in its sole and absolute discretion.
3. During club use, all Members and guests will refrain from engaging in loud, foul or slanderous language or molesting, badgering or harassing other Members or club employees, agents and contractors. Threatening or violent conduct is prohibited.
4. Members and guests will abide by and fully comply with the LA Fitness dress code for proper attire on the club premises. In addition, for safety reasons, clubs may post recommended, but not required, attire. For example, LA Fitness recommends shower shoes or sandals in all wet tile areas and eye guards during racquetball activities.
5. No Member or guest may coach or train other Members or guests (as determined solely by LA Fitness). Members may not engage in any type of business or enterprise while at the LA Fitness clubs.
6. From time to time, LA Fitness may permit independent contractors to offer products or services to Members. LA Fitness does not stand behind or in any way make any representations or warranties concerning, or guarantee the quality or reliability of, these products or services, including whether or not these independent contractors will remain in business for any period of time.
7. Members should not bring valuables, including money, onto the club premises, lockers or parking areas. Each Member understands and agrees that LA Fitness is not liable to Member or guests for any personal property that is lost, damaged or stolen while on or around the club premises, including but not limited to, any vehicle or its contents, or any property left in a locker.
8. Members and guests may not bring illegal drugs or alcoholic beverages onto LA Fitness premises.
9. The front desk telephone may only be used by guests or Members in the event of an emergency. Cell phone usage and photography is prohibited in the locker rooms.
10. Members and guests will abide by any additional LA Fitness rules and regulations posted at the clubs.
11. An active LA Fitness Membership in good standing may be placed on an inactive status (frozen) pursuant to LA Fitness' then current policy.
12. Member is liable to LA Fitness for any club damage caused by Member or Member's guests.
13. LA Fitness may suspend or terminate Member's right to use the club facilities and services if Member or Member's guests violate this Agreement or engage in other misconduct in or about the LA Fitness facility. Member shall not be entitled to any refund, credit or abatement if such a breach of the Agreement occurs.
14. LA Fitness reserves the right to terminate the Membership for any reason whatsoever upon written notice and a refund of the pre-paid Dues, if any.

WARNING: USE OF STEROIDS TO INCREASE STRENGTH OR GROWTH CAN CAUSE SERIOUS HEALTH PROBLEMS. STEROIDS CAN KEEP TEENAGERS FROM GROWING TO THEIR FULL HEIGHT; THEY CAN ALSO CAUSE HEART DISEASE, STROKE, AND DAMAGED LIVER FUNCTION. MEN AND WOMEN USING STEROIDS MAY DEVELOP FERTILITY PROBLEMS, PERSONALITY CHANGES, AND ACNE. MEN CAN ALSO EXPERIENCE PREMATURE BALDING AND DEVELOPMENT OF BREAST TISSUE. THESE HEALTH HAZARDS ARE IN ADDITION TO THE CIVIL AND CRIMINAL PENALTIES FOR UNAUTHORIZED SALE, USE, OR EXCHANGE OF ANABOLIC STEROIDS.

In consideration of being permitted by JUMP PORTLAND, LLC, dba Sky High Sports Portland ("SKY HIGH SPORTS") to participate in its activities and to use its equipment and facilities, I hereby agree to fully **release, discharge, indemnify, and hold harmless** SKY HIGH SPORTS, its agents, owners, managers, members, shareholders, directors, partners, employees, volunteers, manufacturers, participants, lessors, franchisors, affiliates, subsidiaries, related and affiliated entities, successors and assigns (collectively, "RELEASED PARTIES"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in SKY HIGH SPORTS trampoline and other activities entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of these activities.

The risks include, among other things: Trampolines entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Trampolines expose participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants often fall off equipment, sprain or break wrists and ankles, and can suffer more serious injuries as well. Traveling to and from trampoline locations raises the possibility of any manner of transportation accidents. Double bouncing, more than one person per trampoline, can create a rebound effect causing serious injury. Flipping and running and bouncing off the walls are dangerous and can cause serious injury and must be done at the participant's own risk. Similar risks are also inherent in using the Foam Pit, the jungle gym, as well as the rest of the play facilities. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, SKY HIGH SPORTS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that SKY HIGH SPORTS employees may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

2. I expressly agree and promise to accept and assume all of the risks existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.
3. **I hereby voluntarily fully release, discharge, and agree to defend, indemnify and hold harmless the RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of SKY HIGH SPORTS equipment or facilities, including, without limitation, any such claims which allege or prove negligent acts or omissions of the RELEASED PARTIES and/or third parties. This includes, without limitation, claims which allege or prove that the incident was caused by the RELEASED PARTIES' sole negligence and/or claims which allege or prove that the incident was caused solely or partly due to negligent design, construction, condition, maintenance, or repair of the equipment or facilities.**
4. Should SKY HIGH SPORTS and/or any of the other RELEASED PARTIES be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
6. In the event that I file a lawsuit against SKY HIGH SPORTS and/or any of the other RELEASED PARTIES, I agree to do so solely in the state of Oregon and I further agree that the substantive law of Oregon shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I agree as an adult participant, or the Parent/Legal Guardian of a minor participant, in consideration of being permitted to participate at SKY HIGH SPORTS, grant SKY HIGH SPORTS, its parent subsidiaries, related and affiliated entities, officers, directors, partners, shareholders, employees, agents, successors and assigns, the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with SKY HIGH SPORTS to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All photographs and/or recordings are exclusive to SKY HIGH SPORTS.
8. **I agree that if the participant is a minor, this Release of Liability, Assumption of Risk, Indemnity and Hold Harmless agreement is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this agreement.**
9. **I agree that if the participant is a minor, I further agree to fully defend, indemnify and hold harmless the RELEASED PARTIES from any and all claims or suits for personal injury, death, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries, death or damages caused by the negligent acts or omissions of the RELEASED PARTIES and/or third parties. This includes, without limitation, claims which allege or prove that the incident was caused by the RELEASED PARTIES' sole negligence and/or claims which allege or prove that the incident was caused solely or partly due to negligent design, construction, condition, maintenance, or repair of the equipment or facilities.**

By signing this document, I acknowledge that if anyone is hurt or killed, or property damaged during my and/or the minor's participation in these activities, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against SKY HIGH SPORTS and/or any of the other RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name of Participant _____ Birth Date _____
 Address _____ City _____ State _____ Zip _____
 Email _____ Phone _____
 Emergency Contact _____ Phone _____ Relation _____
 Signature _____ Today's Date _____
 (Participants 14 years and older)

IF THE PARTICIPANT IS A MINOR

Print Name of Parent or Legal Guardian of Minor _____
 Address _____ City _____ State _____ Zip _____
 Email _____ Phone _____
 Signature _____ Today's Date _____
 (Parent/Legal Guardian if under age of 18)

**City of Portland
Portland Parks & Recreation
LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT**

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I, the undersigned, as authorized parent and/or legal guardian of _____ request use of the climbing wall by said minor child, and do voluntarily agree to indemnify, release, hold harmless and discharge the City of Portland, its Officers, employees and agents from any and all claims, demands, or causes of action, of whatsoever nature, which are in any way connected with the participation of the minor child listed below in the use of the City of Portland's climbing walls, including vehicles, equipment or facilities.

I acknowledge the risks involved and hazards connected with the city activities, which could result in injury, including but not limited to utilization of the climbing wall. I nevertheless freely and voluntarily accept these risks on behalf of the minor child listed below for whom I am legally responsible.

I further certify that the minor child is in good health and that he/she has no physical limitations that would preclude his/her safe use of the wall.

I allege and affirm that I am legally authorized to sign this waiver on behalf of myself and the minor child listed below either as parent or legal guardian.

I have received, read and understand the rules for the Portland Parks & Recreation rock wall.

Signature of Parent

Date

On behalf of: _____

Date: _____

Signature of Legal Guardian

Date

On behalf of: _____

Date: _____

**City of Portland
Portland Parks & Recreation
LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT**

I, the undersigned, as authorized parent and/or legal guardian of _____ request use of the climbing wall by said minor child, and do voluntarily agree to indemnify, release, hold harmless and discharge the City of Portland, its Officers, employees and agents from any and all claims, demands, or causes of action, of whatsoever nature, which are in any way connected with the participation of the minor child listed below in the use of the City of Portland's climbing walls, including vehicles, equipment or facilities.

I acknowledge the risks involved and hazards connected with the city activities, which could result in injury, including but not limited to utilization of the climbing wall. I nevertheless freely and voluntarily accept these risks on behalf of the minor child listed below for whom I am legally responsible.

I further certify that the minor child is in good health and that he/she has no physical limitations that would preclude his/her safe use of the wall.

I allege and affirm that I am legally authorized to sign this waiver on behalf of myself and the minor child listed below either as parent or legal guardian.

I have received, read and understand the rules for the Portland Parks & Recreation rock wall.

Signature of Parent

Date

On behalf of: _____

Date: _____

Signature of Legal Guardian

Date

On behalf of: _____

Date: _____



URBAN MONKEY AIR PARK LLC LIABILITY WAIVER - Authorized Adult

Participant Agreement, Release, and Assumption of Risk

On behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate, and in consideration of the services provided by Urban Monkey Air Park LLC (hereinafter referred to as "Urban Monkey"), and by its agents, owners, officers, affiliates, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (also hereinafter collectively referred to as "Urban Monkey") I hereby agree to release, discharge, indemnify, and hold harmless Urban Monkey as follows (please initial each paragraph below):

CW 1. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Urban Monkey from any and all claims, demands, or causes of actions which arise in any way from my activities at Urban Monkey's facilities, including any such claims, demands, or causes of action alleging negligent acts or omissions by Urban Monkey.

CW 2. I acknowledge that activities at Urban Monkey entail known, unknown, and unanticipated risks that may result in physical and/or emotional injury, death, paralysis, or damage to me, my property, or third parties. I further acknowledge that trampoline usage exposes participants to occasional cuts and bruises, and may expose users to more serious risks and injuries. I acknowledge that some of these more serious risks include, but are not limited to, falling off the equipment, sprained or broken wrists and/or ankles, exhaustion, and other more serious injuries.

CW 3. I agree to accept and assume all of the risks existing in this activity as described in the preceding paragraph. My participation in Urban Monkey activities is purely voluntary, and I elect to participate in those activities in spite of the risks. I further agree that I will pay for the cost of medical services of any kind should my activities at Urban Monkey require such services.

CW 4. I acknowledge that I may be injured by the actions of other participants who are also using Urban Monkey's facilities and equipment, and I agree to release, discharge, indemnify, and hold harmless Urban Monkey for any injury or damages I incur that are caused or contributed to by another participant or participants.

CW 5. I certify that I have adequate personal insurance to cover possible damage or injury that may occur to me, or that I may cause to another person while at Urban Monkey's facilities, or, in the alternative, I agree to personally bear the costs of such injury or damage. I further agree to assume the risk of injury or aggravation of injury resulting from any pre-existing medical or physical condition that I may have, whether known or unknown.

CW 6. In the event that there is any litigation, in any forum, between me and Urban Monkey, I agree that the only venue for such litigation will be in the State of Oregon and further agree that the substantive law of Oregon shall apply in such proceedings, regardless of the choice of law rules of another state. I further agree that should Urban Monkey be required to incur attorney's fees and costs to enforce this agreement, or for breach of this agreement, I agree to indemnify and hold Urban Monkey harmless for all such fees and costs.

CW 7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

CW 8. INTEGRATION CLAUSE. I acknowledge that this agreement represents the entire understanding between me and Urban Monkey relating to the consequences of my activities at Urban Monkey's facilities. I further acknowledge that all pre-existing agreements, subsequent course of performance, or purported oral modifications of the terms of this agreement, which purport to establish different consequences for my activities at Urban Monkey's facilities, are null and void.

CW 9. By the very nature of the activity, jumping on trampolines carries a risk of physical injury. No matter how careful the jumper/participant is, no matter how many spotters or referees are used, no matter what landing surface exists, the risk cannot be eliminated. The risk of injury includes, but is not limited to, the injuries described above. By your paid admission, whether paid directly by you or by someone on your behalf, you, as the jumper/participant, understand these risks.



CL 10. I agree and understand that Urban Monkey has cameras located throughout its facilities, for safety and security reasons, and that, from time to time, those cameras may capture an image of me, and I hereby consent that Urban Monkey may use that image in connection with promotion of its business.

By signing this waiver and initialing each paragraph, I agree to follow all safety standards and rules of Urban Monkey, whether posted or otherwise, and agree to respect the safety of others while engaging in activities at Urban Monkey's facilities. I also acknowledge that if I am hurt, if I hurt someone else, or if any property is damaged during my participation in activities at Urban Monkey's facilities, I have waived my rights to maintain a lawsuit or any other type of claim against Urban Monkey for liability or contribution if the injury or activity is covered by this Liability Waiver. I have read this Liability Waiver, I agree to be bound by the terms set forth herein, and I have signed this Liability of my own free will, and without any duress or coercion.

NOTE: Must be at least 18 years old to sign. All participants must complete and sign this Liability Waiver. If the participant is a minor, this Liability Waiver must be signed by the parent or legal guardian of the minor participant, or by the person having the care and control of the minor with the authorization and consent of the parent or legal guardian of the minor. After signing of this Liability Waiver, it shall continue in full force and effect thereafter whenever participant jumps or makes any use of Urban Monkey's facilities.

SECTION REQUIRED of ALL PARTICIPANTS and/or AUTHORIZED ADULTS: Date: 11-18-11

Adult Name: _____

Adult Signature: _____

Adult Address: _____

Emergency Contact: _____

PARENT, LEGAL GUARDIAN OR AUTHORIZED ADULT LIABILITY WAIVER ON BEHALF OF MINOR(S)

I certify that I am either the parent or legal guardian of the above-referenced minor(s), or that said minor(s) are in my care and control with the authorization and consent of the parent or legal guardian of said minor(s), and said parent or legal guardian has authorized me to sign this Liability Waiver, which I have read and understand. I agree on behalf of the above-referenced minor(s) and his or her parent or legal guardian to be legally bound by the Liability Waiver's terms and conditions, and that the Liability Waiver shall apply whether or not I am present when Urban Monkey's facilities are used by the above-referenced minor(s). I further agree to be personally legally bound by the Liability Waiver's provisions and to indemnify and hold harmless Urban Monkey for any claims I or the above-referenced minor(s) may have against Urban Monkey arising from any injuries or liabilities incurred or suffered by the above-referenced minor(s). I further agree that if it is determined that I am not the parent or legal guardian of the above-referenced minor(s), or that I signed this Liability Waiver without the authorization and consent of the parent or legal guardian of said minor(s), I will personally indemnify Urban Monkey for any liability or loss arising from the above-referenced minor(s)'s participation in any activities at Urban Monkey's facilities.

Authorized Adult Signature: _____

Minor Printed Name(s)

Date of Birth

Relationship

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____



Release and Waiver of Liability

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PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____, 20____, by _____, (the "Volunteer") in favor of Habitat for Humanity International, Inc., a nonprofit corporation and Habitat for Humanity in Redmond, Oregon a nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include constructing and rehabilitating residential buildings, working in the Habitat offices, working on other specific projects, and living in housing provided for volunteers of Habitat. The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver. Volunteer does hereby release and forever discharge and hold harmless Habitat and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with Habitat.

Volunteer understands that this Release discharges Habitat from any liability or claim that the volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. Volunteer understands that Habitat does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Medical Treatment. Volunteer does hereby release and forever discharge Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Habitat.

Assumption of the Risk. The Volunteer understands that the Activities included work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance. Habitat for Humanity in Redmond carries no-fault Volunteer Accidental Medical Insurance and Volunteer Disability Insurance to protect our Volunteers on our construction and other job sites. However, we make no assurances that this is adequate to your needs. Each volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

Photographic Release. Volunteer does hereby grant and convey unto Habitat all right, title, and interest in any and all photographic images and video or audio recordings made by Habitat during the Volunteer's Activities with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Oregon. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. Volunteer expressly agrees that Habitat may run any background check deemed necessary. No person may volunteer who has been convicted of a crime of a sexual nature. No person may volunteer who has been convicted, in the last seven years, of a crime of a violent nature or of theft or burglary.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

PLEASE FILL OUT PART 2 ON THE REVERSE SIDE

Volunteer: _____ Witness: _____



Oregon Mycological Society Liability Release and Promise Not to Sue

I understand there is some risk in participating in a mushroom foray, field trip or other activity — all those risks one assumes by being away from home, risks associated with moving about in fields and woods, risks involved in eating wild mushrooms, risks of losing personal property by theft or misplacement, and all other expected and unexpected risks.

In joining OMS or registering for or attending any OMS foray, field trip or other activity, I agree to assume total responsibility during an event for my own safety and well-being and that of any minor children under my care, and for the protection of my and their personal property.

I release The Oregon Mycological Society (OMS), its directors, officers, volunteers, contractors, and all other persons assisting in the planning and presentation of an OMS foray, field trip or other activity from liability for any sickness, injury, or loss, I, or any minor children under my care, may suffer during an OMS foray, field trip or other activity or as a result of attending or participating. I further promise not to file a lawsuit or make a claim against any of the persons listed above, even if they negligently cause me or any minor children under my care injury or loss.

Finally, I agree to hold The Oregon Mycological Society harmless from any liability it may incur as a result of any damage to any property I may cause. This release and promise is part of the consideration I give in order to participate in an OMS foray, field trip or other activity. I understand it affects my legal rights. I intend it to apply not only to me but to anyone who may have the right to make a claim on my behalf.

This liability release and promise not to sue remains in effect until revoked.

All adults in a family membership are required to sign this waiver.

Signature

Print Name

Date

Signature

Print Name

Date

ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

To participate in any Mel & Janell Huffman Photography, Inc. (herein known as Company) workshop or training program, you must sign and return an original, signed copy of this form to Company at the time of registration. This form must be received prior to the start of the program you wish to register for.

Your application shall serve as a release of our liability and a complete assumption of all risks by you and your heirs, administrator, executor, successors, and assign(s) for all family members and/or any persons accompanying you. By attending one of our programs you agree to each and all of the following in connection with your participation in the photography class or workshop conducted by Company.

- 1) I am a healthy adult, voluntarily participating in this class or workshop and I assume all risks of illness, injury, death, damage and/or loss to myself or my property that might result.
- 2) On behalf of myself and my personal representatives, heirs, executors, administrators, agents and assigns, I hereby release and discharge in advance Company (and its owners, employees, instructors, agents, representatives and assigns) from any and all liability, even if that liability arises out of negligence and/or carelessness on the part of the persons or entities mentioned above.
- 3) My assumption of risk, waiver and release of liability, including negligence, includes, but is not limited to: death, bodily injury, illness, damage, theft and/or loss of personal property during said class/workshop which occurs as a result of anything during the entire class/workshop. The following are some, but not all, of the possibilities: a) traversing uneven ground, with or without photographic equipment in order to access off-road sites; b) natural hazards, such as, but not limited to, steep cliffs, hazardous footing, busy roadways, dimly lit building interiors and exteriors, and/or poison oak; c) transportation to and from locations; d) negligent instruction and/or supervision by any of the persons involved in the class/workshop on behalf of Company.

Consent of Parent or Legal Guardian (if registrant is under 18 years of age): I certify I am the parent or legal guardian of (minor child) _____, that my child is healthy and in adequate physical condition to participate in the activities. I give my permission for him/her to participate in said class/workshop, and my child and I assume all risks of illness, bodily injury, death, damage, theft and/or loss to my child/ward or personal property that might result. I hereby execute on his/her behalf the Assumption of Risk, Waiver and Release of Liability.

In the event of an emergency, I authorize Company and its owners, employees, instructors, agents, representatives and assigns to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my minor child's/ward's immediate care and agree that I will be responsible for payment of any and all medical services rendered.

This Agreement is intended to be as broad as is permissible under the laws of the State of Oregon, and this Agreement shall be interpreted under the laws of the State of Oregon. If any portion of this Agreement is invalid and/or is declared to be invalid by a Court of Law, the balance of the Agreement shall continue in full force and effect. In the event a lawsuit is filed, I agree to do so only in the county of Washington in the state of Oregon and further agree that the substantive law of the state of Oregon shall apply in that action without regard to the conflict of the rules of that state.

Shooting Conditions: Company schedules its events months in advance and does its best to predict the best times and conditions for photography. However, I understand and stipulate nature is unpredictable and it is impossible for Company to truly know what will happen. Therefore, I agree to hold Company harmless if conditions do not meet my expectations. This includes, but is not limited to, weather, light, and growing conditions, rain, drought, lack of blooming, minimal color, lack of water flow, and so forth.

Photos: I shall allow Company the rights to use photographs taken of me taking part in its classes, outings, or events as part of its advertising and promotional campaigns including websites, brochures, etc. without reimbursement.

Mailing Lists & Privacy: I shall allow Company to place me on its mailing list and contact list to receive future news and/or promotions. I, at any time, may inform Company to remove me from its mailing list. Company will not sell or share any of my personal information to any other party unless I agree.

I have carefully read this Assumption of Risk, Waiver and Release of Liability, Including Negligence. I am aware that both predictable and unpredictable risks are involved during the classes, workshops, tours and field outings conducted on behalf of Company. I hereby agree to assume all of those risks and to release and hold harmless all of the persons or entities mentioned above who through negligence or carelessness would otherwise be liable to me or to my heirs or assigns for damages, or to my minor child or to my child's heirs or assigns.

Printed Name _____

Signed _____ Dated _____



Accident Waiver and Release of Liability

I, the undersigned, wish to participate in Different Area, Same Hunt (DASH), scheduled for 13 September 2009, in the city of Portland, Oregon.

I certify that I have adequately trained for this event and have not been advised against participating in the event by a qualified medical person.

I acknowledge that this event carries with it the potential for injury. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of players, equipment, vehicular traffic, and actions of others including—but not limited to—participants, bystanders, volunteers, or organizers of the event. **I hereby assume all risks of participating in this event.**

I understand that it is my responsibility to ensure that the environment in which I participate in the event is reasonably safe and secure for such participation. I agree and warrant that if, at any time during DASH, I feel anything to be unsafe, I will contact the organizers, and immediately leave the area and/or discontinue the unsafe activities.

I acknowledge that this Accident Waiver and Release of Liability form will be used by the event holders, sponsors, and organizers of the event, and that it will govern my actions and responsibilities at the event.

I hereby take action for myself, my executors, my administrators, my heirs, my next of kin, my successors, and my assigns as follows to:

- Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, including my travel to and from the event, the FOLLOWING ENTITIES OR PERSONS: the DASH organizers, their directors, officers, volunteers, observers, representatives or agents, as well as those persons involved in the event.
- Indemnify and Hold Harmless the entities or persons mentioned above from any and all liabilities or claims made as a result of my participation in this event, whether caused by negligence of the releasees or otherwise.

I hereby consent to receive medical treatment that may be deemed advisable in the case of an injury, accident or illness during the event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, or assigns.

This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent possible under applicable law. If any portion of it is held to be invalid, I agree that the remaining terms shall continue to be in full legal force and effect.

By signing below, I certify I am over 18 years of age, have read this document, and understand its content:

Printed Name	Age	Signature	Date
Printed Name	Age	Signature	Date
Printed Name	Age	Signature	Date
Printed Name	Age	Signature	Date
Printed Name	Age	Signature	Date

Parents of Minors Sign Below

By signing below, I certify that I am the parent and/or natural guardian of the listed minor. I have read this document, understand its content, and agree to its provisions. I release, indemnify and hold harmless the parties listed above for any and all liability on behalf of the minor and his or her parents and/or legal guardian.

Minor's Name	Guardian's Name	Signature	Date
Minor's Name	Guardian's Name	Signature	Date
Minor's Name	Guardian's Name	Signature	Date

OREGON MINISTRY NETWORK MEDICAL / LIABILITY RELEASE

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Name (last): _____ (first) _____

Birthday: _____ Gender: _____ Age: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Church: _____

Leader's Name: _____

NOTE: PLEASE INSPECT STUDENT FOR HEAD LICE PRIOR TO EVENT. Anyone with either nits or head lice will not be allowed at event.

Does the student have any of the following:

Heart trouble _____ Diabetes _____ Lung trouble _____ Skin trouble _____

Ear trouble _____ Asthma _____ Sinus infection _____

Date of last Tetanus: _____

Food Allergies: _____

Medication Allergies: _____

List allergies: _____

List all medications and dosage that student may be taking: _____

****Please make sure all medication is turned in to designated personnel upon arrival!!**

All medication student is presently taking, including over the counter, must be in original bottle from pharmacy indicating dosage, intervals and student's name.

Emergency Contact: _____ Home Phone: _____
Cell Phone: _____ Work Phone: _____

As Parent/Guardian, I hereby authorize and request any hospital emergency staffed physician to administer any procedure which in their judgment may be necessary. I also give permission to the **First Aid Person** to release pre-prescribed medication and non-prescribed medication such as aspirin.

The Oregon Ministry Network has adopted an infectious disease policy; a copy may be obtained by contacting the Network Office. In general, rules of common sense hygiene are urged such as regular washing of hands, no exchange of razors, toothbrushes, etc.

Name of Parent/Guardian: _____

Policy Holder's Name: _____

Family Physician: _____

Family Medical Insurance Co: _____

Address: _____

Medical Policy #: _____

The family's individual policy is primary coverage with the sending church's policy as secondary.

I understand that my involvement in the Oregon Assemblies of God event is a privilege. In consideration of this privilege, I am signing this release/consent form.

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DISCIPLINE/PROPERTY DAMAGE:

I understand that the Oregon Ministry Network and the rented facility make rules and guidelines that my child will abide by while attending the event. I understand that if my child misbehaves and does not respond in a positive manner, I may be called to pick him/her up. Warnings will be given, but if inappropriate behavior continues, I will come and get him/her and no refund will be issued. In addition, I will pay for any damage that is done to the rented facility or to personal property belonging to another individual.

PHOTO RELEASE/PERMISSION TO USE PICTURES FOR PROMOTIONAL PURPOSES:

The undersigned parent(s) or legal guardian(s), of _____ ("Child"), in consideration of the benefits of the Child participating in the activities of the Oregon Ministry Network, hereby grants to Oregon Ministry Network the right to photograph said Child, and to use said photographs, regardless of the form thereof, which may include but not necessarily be limited to still format, digital format still or digital format video, to promote Oregon Ministry Network children's ministries. It is understood and agreed that the photographic images taken by Oregon Ministry Network and used by Oregon Ministry Network for promotional purposes may be used in various forms, including but not necessarily limited to printed forms, transmission via internet, television or otherwise. The permission herein granted shall continue in effect unless revoked in writing.

ASSUMPTION OF RISK:

I understand that I may participate in any number of activities, some which include, but not limited to a scavenger hunt, water sports, and other games. I understand that there are certain risks of physical injury involved with all such activities some of which I may not presently be aware.

I understand by signing this release form, I am assuming such risks that are both known and unknown to me at this time. I further release the Assemblies of God, its trustees, employees, rental facilities, including its trustees, employees and agents from any claim that I may have against them as a result of my child's physical injury or illness during my child's participation in the event activities. This release of liability is also intended to cover all claims that members of my family, estate or heirs, representatives or assigns may present against the Assemblies of God, employees, rental facilities, including its trustees, employees and agents. A claim may be based upon the sole and exclusive negligence of the Assemblies of God. I further agree to defend, indemnify and hold the Assemblies of God, employees, rental facilities, including its trustees, employees and agents, harmless from liability resulting from my child's participation in event activities, including reasonable attorney's fees.

I understand and acknowledge the physical nature of activities. I understand that participation in these activities requires a certain level of physical fitness and abilities. By signing this release, I assure that my child is physically fit and able to participate in the above activities which have been listed on this form.

This release shall be effective and binding upon the Assemblies of God and upon me. I have read this release and understand its items. I subsequently represent that I, the legal parent/guardian, have signed this form in authorization of these terms.

I acknowledge that by signing this document, I am agreeing to release the Assemblies of God and rental facilities, including its trustees, employees, and agents from liability. I have been advised to read this document carefully before signing. I have thoroughly read the contents of this release and agree to the terms stated in each area including disciplinary procedures, property damage, medical policies, emergency procedures, and release of liability. The information I have completed is accurate to the best of my knowledge.

PARTICIPANTS SIGNATURE

DATE

PARENT/GUARDIAN SIGNATURE (Required)

DATE

SENIOR PASTOR APPROVAL (Required)

DATE

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

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Activity or Event (Please Select One):

- Scientific Field Trip (Indicate Trip Number ____)
- Child Care Services
- Fun Run/Fun Walk
- Student Volunteer

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN AND/OR VOLUNTEERING AT THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the activity or event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

In consideration of my application and permitting me to participate in this activity or event, I hereby take the actions noted below for myself, my executors, administrators, heirs, next of kin, successors, and assigns vis-à-vis the following ENTITIES OR PERSONS: the Ecological Society of America, Inc., (ESA) and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, and activity or event volunteers.

(A) I WAIVE, RELEASE, AND DISCHARGE the entities or persons mentioned in this paragraph from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity or event;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise.

I acknowledge that ESA and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity or event on their behalf.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, wildlife, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I understand that at this or related activities or events, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity or event holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT; AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Signature (if under 18 years old,
Parent or Guardian must also sign)

Age

Participant's Name
(Please print legibly)

Date

The undersigned parent or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the Accident Waiver and Release of Liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Participant's Name

Age

Signature of Parent or Guardian

Date

ORS 30.970 provides:

As used in ORS 30.970 to 30.990:

- (1) “Inherent risks of skiing” includes, but is not limited to, those dangers or conditions which are an integral part of the sport, such as changing weather conditions, variations or steepness in terrain, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, lift towers and other structures and their components, collisions with other skiers and a skier's failure to ski within the skier's own ability.
- (2) “Injury” means any personal injury or property damage or loss.
- (3) “Skier” means any person who is in a ski area for the purpose of engaging in the sport of skiing or who rides as a passenger on any ski lift device.
- (4) “Ski area” means any area designated and maintained by a ski area operator for skiing.
- (5) “Ski area operator” means those persons, and their agents, officers, employees or representatives, who operate a ski area.

ORS 30.985 provides:

- (1) Skiers shall have duties which include but are not limited to the following:
 - (a) Skiers who ski in any area not designated for skiing within the permit area assume the inherent risks thereof.
 - (b) Skiers shall be the sole judges of the limits of their skills and their ability to meet and overcome the inherent risks of skiing and shall maintain reasonable control of speed and course.
 - (c) Skiers shall abide by the directions and instructions of the ski area operator.
 - (d) Skiers shall familiarize themselves with posted information on location and degree of difficulty of trails and slopes to the extent reasonably possible before skiing on any slope or trail.
 - (e) Skiers shall not cross the uphill track of any surface lift except at points clearly designated by the ski area operator.
 - (f) Skiers shall not overtake any other skier except in such a manner as to avoid contact and shall grant the right of way to the overtaken skier.
 - (g) Skiers shall yield to other skiers when entering a trail or starting downhill.
 - (h) Skiers must wear retention straps or other devices to prevent runaway skis.
 - (i) Skiers shall not board rope tows, wire rope tows, j-bars, t-bars, ski lifts or other similar devices unless they have sufficient ability to use the devices, and skiers shall follow any written or verbal instructions that are given regarding the devices.

(j) Skiers, when involved in a skiing accident, shall not depart from the ski area without leaving their names and addresses if reasonably possible.

(k) A skier who is injured should, if reasonably possible, give notice of the injury to the ski area operator before leaving the ski area.

(L) Skiers shall not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.

(2) Violation of any of the duties of skiers set forth in subsection (1) of this section entitles the ski area operator to withdraw the violator's privilege of skiing.

**CERTIFICATE OF COMPLIANCE
WITH BRIEF LENGTH AND
TYPE SIZE REQUIREMENTS**

Brief Length

I certify that (1) this brief complies with the word count limitation in ORAP 9.17(2)(c), and (2) the word count of this brief (as described in ORAP 5.05(2)(b)(i), inclusive of footnotes and headers, but exclusive of the cover, table of contents, table of authorities, certificates and signature blocks), is 8,644 words as determined by the Word Count feature of Microsoft Word.

Type Face

I certify that the size of the type in this brief is not smaller than 14 point, Times New Roman font, for both the text of the brief and the footnotes, as required by ORAP 5.05(2)(d)(ii), and (4)(g).

DATED this this 28th day of February, 2014.

ROGGENDORF LAW LLC

/s/ Kristian Roggendorf

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kr@roggendorf-law.com
(503) 726-5927
(503) 726-5911 (fax)

Counsel for *Amicus Curiae* Oregon Trial
Lawyers Association

CERTIFICATE OF FILING AND SERVICE

I certify that on February 28, 2014, I filed the foregoing ***Amicus Brief in Support of Petition for Review of Oregon Trial Lawyers Association*** by electronic filing with the State Court Administrator at this address:

<https://appellate-efile.ojd.state.or.us/filing/>

I also certify that on February 28, 2014, I served the following counsel listed on the Court's service list through the electronic filing system:

Kathryn H. Clarke, Esq.
PO Box 11960
Portland, OR 97211

Joseph S. Walsh, Esq.
Law Office of Joseph S Walsh, PC
550 NW Franklin Ave., Suite 378
Bend, OR 97701

Of Attorneys for Petitioner on Review

Andrew C. Balyeat, Esq.
Balyeat & Eager LLP
920 NW Bond Street
Bend, OR 97701

Attorney for Respondent on Review Mt. Bachelor, Inc.

I further certify that on February 28, 2014, I mailed two (2) true copies to the following counsel listed on the Court's service list at the address given below:

Arthur C. Johnson, Esq.
Johnson, Johnson, Larson & Schaller, PC
975 Oak Street Suite 1050
Eugene, OR 97401

Of Attorneys for Petitioner on Review

DATED this 28th day of February, 2014.

ROGGENDORF LAW LLC

/s/ *Kristian Roggendorf*

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Counsel for *Amicus Curiae* Oregon Trial
Lawyers Association