

Waiver and Consent Form for The Oregon Kickball Club

I hereby agree to participate as a team member in the Oregon Kickball Club.

By registering on this page, I agree to the following terms and conditions:

1. Limitation of Liability; Disclaimer of Warranties. The Oregon Kickball Club shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from a) The use or the inability to use the Oregon Kickball Club b) For the cost of procurement of substitute goods or services c) Resulting from any goods or services purchased or obtained or transactions entered into or through the Oregon Kickball Club or d) resulting from unauthorized access to or alteration of your transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible events, event if the Oregon Kickball Club is at your sole risk. The Oregon Kickball Club is provided on an as is and as available basis. The Oregon Kickball Club expressly disclaims all warranties of any kind, express or implied including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

2. Website. The Oregon Kickball Club makes no warranty the Oregon Kickball Club sites' services will be uninterrupted, secure or error free. The Oregon Kickball Club does not guarantee the accuracy or completeness of any information in, or provided in connection with, The Oregon Kickball Club sites. The Oregon Kickball Club is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of The Oregon Kickball Club sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

3. Indemnification. You agree to indemnify and hold each of The Oregon Kickball Club and its officers and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use The Oregon Kickball Club or the violation of any term of this Liability Waiver or The Oregon Kickball Club Terms of Service by you.

4. Applicable Law; Consent to Jurisdiction. The Oregon Kickball Club sites (excluding linked sites) are controlled by The Oregon Kickball Club from its offices within the State of Oregon, United States of America. By completing this event registration, both you and The Oregon Kickball Club agree that the statutes and laws of the State of Oregon, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Liability Waiver, or other use of the Oregon Kickball Club sites. You agree that exclusive jurisdiction for any dispute with The Oregon Kickball Club resides in the courts of the State of Oregon and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Oregon in connection with any dispute including any claim involving The Oregon Kickball Club or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

5. Severability. If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforceability of any remaining provisions. I know that participating in The Oregon Kickball Club is a potentially hazardous activity. I will not participate in The Oregon Kickball Club unless I am medically able to do so and am properly trained. I shall voluntarily examine all risks associated with participating in this event, including, without limitation, falls, contact with other participants and volunteers, the effects of weather, including extreme temperatures or conditions, traffic contact with other vehicles of all types and descriptions, the conditions of the road, participating in events along the route, all such risks being known and appreciated by me. I assume the risk of all dangerous conditions during The Oregon Kickball Club and waive all specific notice of the existence of such conditions and I will assume and pay my own medical and emergency expenses in the event of an accident, illness, or other incapacities regardless of whether I have authorized such expense.

6. Publicity. I also understand and agree that any sponsor may subsequently use, for publicity or promotional purpose, my name or pictures of me participating in this event without liability or obligation to me.

Having read this waiver and knowing these facts and in consideration of my registration acceptance, I, for myself and anyone acting on my behalf, waive and release the Oregon Kickball Club all sponsors, officials, employees and agents from all claims of liabilities of any kind arising out of my participation in this event, including damage or loss to my person and property which may be caused by any act, or failure to act, by the above persons and entities.