



INFORMATION REGARDING THE ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

Waivers are written agreements that state the sponsor of an activity will not be liable for harm suffered by participants. Although waivers are primarily legal tools, they also serve an educational purpose by making people more aware of potential risks associated with any given activity.

Campus departments should use the **ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY** ("Waiver Form") whenever they supervise an event that includes any of the following:

- Physical activity
- Travel to an off-campus site
- Minors

A new Waiver Form must be completed every twelve (12) months for on-going activities, when participating in a different activity, or when the activity changes.

The Waiver Form must be used in the exact format provided. It cannot be reduced to fine print or re-worded. Appropriate information should be inserted in the blanks before the participant signs.

Anyone who refuses to sign the Waiver Form prior to the activity may not participate in the activity. Individuals may not alter or delete any language in the Waiver Form.

The Waiver Form cannot be signed by minors. Activity participants under eighteen (18) must also have their Waiver Form signed by a parent or legal guardian.

Oregon Tech employees acting in the course and scope of employment do not need to sign a Waiver Form. However, if such employees are participating in a non-work activity, they need to sign a Waiver Form. Spouses, children, or friends joining employees on field trips need to sign a Waiver Form.

Oregon Tech students doing course work do not need to sign a Waiver Form for activities required by the class. However, if such students are participating in a non-course-related activity, they need to sign a Waiver Form.

IMPORTANT NOTES TO GROUP OR CAMPUS DEPARTMENT:

- **Prior to requesting execution of the Waiver Form by a participant, please consult with the Office of Risk Management on the nature/description of the proposed activity so that the Office may be aware of any potential dangers associated with the activity and take appropriate precautions. E-Mail: RiskManagement@oit.edu.**
- **To the extent that photos, videos, or other recordings of a participant may be utilized in connection with the proposed activity, please consult with the Office of Risk Management. E-Mail: RiskManagement@oit.edu.**

If you have any additional questions or concerns associated with the Waiver Form, please contact the Office of Risk Management at RiskManagement@oit.edu.



ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

GROUP:				Date(s):
ACTIVITY:				
PARTICIPANT:	Name:			Age:
	Street Address:			
	City:	State:	Zip:	
	Home Phone:	Work Phone:	Cell Phone:	
	E-Mail Address:			

Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Please sign and return the completed form to Office of Risk Management (E-Mail: RiskManagement@oit.edu). If you are under the age of eighteen (18), this form must be signed by you as the participant AND by your parent or legal guardian.

I, the undersigned participant (hereafter referred to as "PARTICIPANT"), am aware that participation in the Activity identified above (hereafter referred to as "ACTIVITY") may include activities that may cause injury and be dangerous. I acknowledge that participation in this ACTIVITY has the following non-exhaustive list of activities that bear risk and danger and from which bodily injury, up to and including death, may occur (INSERT activities):

With full knowledge of the facts and circumstances surrounding the ACTIVITY, I voluntarily participate in the ACTIVITY, and I assume the responsibilities and risks resulting from my participation, including all risk of property damage and injury to others and to myself. I agree to comply with all of the rules and conditions of participating in the ACTIVITY, including the use of personal protective equipment. I agree that I have adequate applicable insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in the ACTIVITY and otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my participation in the ACTIVITY. I will indemnify and hold the Oregon Institute of Technology and its trustees, officers, directors, employees, and agents (hereafter referred to as "UNIVERSITY") harmless with respect to any and all claims, injuries, and costs associated with my participation in this ACTIVITY.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with this ACTIVITY or around this ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY. I will conduct myself in a manner that is considerate of the safety of other participants and in accordance with UNIVERSITY Rules and Regulations (**including the Oregon Tech Student Code of Conduct, when applicable**) and with any state and city laws or rules where the ACTIVITY is occurring. If this ACTIVITY is an off-campus UNIVERSITY sponsored event, such as field trips, conferences, research, experiential learning, extension of classroom learning, etc., I understand that conduct not acceptable in the classroom setting is not acceptable during this ACTIVITY and will be handled in accordance with the Oregon Tech Student Code of Conduct. In addition, I understand that if I travel to the ACTIVITY with a UNIVERSITY group and/or advisor, I will return with the group unless prior approval has been granted by the UNIVERSITY faculty/staff, who is supervising the ACTIVITY.

I recognize and acknowledge that UNIVERSITY may record my participation and appearance in ACTIVITY on any recorded medium (including, but not limited to video, audio, and photos) for use in any form (including, but not limited to print, websites, blogs, and internet). I authorize such recording and release UNIVERSITY to use my name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or part without restrictions or limitations for any educational or promotional purpose. **For minor participants, parent/guardian may opt out of this on the reverse side of the form.*

I am aware that if I provide a vehicle not owned and operated by the UNIVERSITY for transportation to, at, or from the ACTIVITY site, or if I am a passenger in such a vehicle, the UNIVERSITY is not responsible for any damage or injuries caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled ACTIVITY, regardless if occurring before, during, or after the period of the ACTIVITY.

To the extent permitted by law, and in consideration for being allowed to participate in the ACTIVITY, I hereby agree to indemnify, defend, release, and discharge UNIVERSITY and hold them harmless from and against any and all liability, claims, causes of actions, damages, or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the ACTIVITY, whether caused by the negligence or carelessness of the UNIVERSITY or otherwise.



It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse or partner, the members of my family and my estate, heirs, administrators, personal representatives, and assigns. I further agree to save and hold harmless, indemnify, and defend the UNIVERSITY from any claim by the aforementioned parties arising out of my participation in the ACTIVITY.

I recognize and acknowledge that the UNIVERSITY makes no guarantees, warranties, representations, or other promises relative to the ACTIVITY, and assumes no liability or responsibility for injury or property damage or loss that I may sustain as a result of participation in the ACTIVITY.

I further understand and agree that this Acknowledgement of Risk and Waiver of Liability Agreement is intended to be as broad and inclusive as permitted by law. If any portion hereof is held invalid, it is agreed that the remaining terms shall, notwithstanding, continue in full force and legal effect.

I hereby certify that, with or without accommodation**, I have no health-related reasons or problems that preclude or restrict my participation in the ACTIVITY. I hereby consent to and understand myself to be solely responsible for the cost of first aid, medical care, including without limitation emergency medical care and emergency medical transportation, and, if necessary, admission to an accredited hospital for executing such care or treatment for injuries that I may sustain while participating in any activity associated with the ACTIVITY.

***If your participation requires an accommodation, please contact Oregon Tech Disability Services (E-Mail: access@oit.edu) at least one (1) week (or seven (7) calendar days) before the date of the ACTIVITY.*

NAME OF CONTACT PERSON IN CASE OF EMERGENCY

Contact Name: _____ Address: _____

Home Phone: _____ Cell Phone: _____

By signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent that: (a) I have read this document in its entirety, understand it, and sign it voluntarily; and (b) this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.

DATE: _____ PARTICIPANT SIGNATURE: _____

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REQUIRED FOR PARTICIPANTS UNDER EIGHTEEN (18) YEARS OF AGE:

I certify that I am the parent or legal guardian of the above-named PARTICIPANT (referred to in this paragraph as "PARTICIPANT/MY DEPENDENT") in the ACTIVITY. By signing this Acknowledgement of Risk and Waiver of Liability, I hereby acknowledge and represent, on behalf of myself and my spouse, partner, co-guardian, or any other person who claims PARTICIPANT/MY DEPENDENT as a dependent, that (a) I have read this document in its entirety, understand it, and sign it voluntarily; and (b) this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.. I acknowledge that PARTICIPANT/MY DEPENDENT and I have agreed to the terms and conditions of PARTICIPANT/MY DEPENDENT's participation in the ACTIVITY, and I hereby give my consent to participation by PARTICIPANT/MY DEPENDENT in the ACTIVITY, and to receive medical treatment determined to be necessary. It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse or partner, the members of my family and my estate, heirs, administrators, personal representatives, and assigns. I further agree to hold harmless, indemnify, and defend the UNIVERSITY from and against all claims, demands or suits that PARTICIPANT/MY DEPENDENT has or may have, including without limitation those brought by my spouse, a co-guardian, or any other person who claims PARTICIPANT/MY DEPENDENT as a dependent.

DATE: _____ PARENT/GUARDIAN SIGNATURE: _____

MEDIA OPT OUT: As the Parent/Guardian for the Participant named on the front of this form, I choose to exclude my minor child from participation that may be captured on any recorded medium (including, but not limited to video, audio, and photos) for use in any form (including, but not limited to print, websites, blogs, and internet).

DATE: _____ PARENT/GUARDIAN SIGNATURE: _____

2024 NW Cyber Camp Photo Release Form

I hereby authorize NW Cyber Camp, hereafter referred to as "Camp" to publish (or have published by agencies and media) photographs or videos taken in the months of **July and August, 2024**, of myself and/or the minor child or children listed below, and our names and likenesses, for use in the Camp's print, online and video-based marketing materials, as well as other Camp publications.

I hereby release and hold harmless Camp (and its organizers, sponsors, hosts and volunteers) from any reasonable expectation of privacy or confidentiality for myself and for the minor child and children listed below associated with the images specified above. Further, I attest that I am the parent or legal guardian of the child or children listed below and that I have full authority to consent and authorize Camp to use their likenesses and names.

I further acknowledge that participation is voluntary and that neither I, the minor child, or minor children will receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other Camp publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever.

I hereby release Camp, its contractors, its volunteers and any third parties involved in the creation or publication of Camp publications, from liability for any claims by me or any third party in connection with my participation or the participation of the minor children listed below.

Participant Name (print): _____
(First) (MI) (Last)

Participant Signature: _____ Date: _____

Parent/Guardian Name (print): _____
(First) (MI) (Last)

Signature of Parent/Guardian: _____ Date: _____

PORTLAND STATE UNIVERSITY PHOTOGRAPHIC/VIDEO CONSENT AND RELEASE FORM

I authorize Portland State University (University) to:

- a) Record my likeness and voice on a video, audio, photographic, digital, electronic or any other medium (hereafter the "Recordings").
- b) Use my name in connection with these recordings.
- c) Use, reproduce, exhibit or distribute to any person, including the general public, and in any medium (including print publications, University webpages, digital videos and other internet or social media postings such as YouTube, Facebook, Instagram, Flickr, etc.) these Recordings for the purpose of publicizing and promoting the University, or any other educational purpose the University deems appropriate.

I release the University and those acting pursuant to its authority from liability for any violation of any personal or proprietary right I may have in connection with such use. I waive any right to inspect and/or approve the finished product, or the use to which it may be applied. I recognize and authorize that release of these Recordings may often be made to, and used by the public news media or other entities over which the University has no control; and for which the institution bears no responsibility. I understand that all such Recordings, in whatever medium, shall remain the property of the University. This release will remain in effect unless and until revoked by me in a written communication to the University. I have read and fully understand the terms of this release.

Signature

Print Name

Email

Phone

Legal Guardian Signature (if under 18)

Today's Date