Portland General Electric Company

RELEASE AND WAIVER

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| **Printed Name:** |  |
| **Date of Activity:** |  |
| **Description of Activity:** |  |

The Undersigned has voluntarily requested to participate in the Activity described above in connection with Portland General Electric Company (“PGE”). In consideration of being granted the right to participate in the Activity, the Undersigned has agreed to execute this RELEASE AND WAIVER and be bound by the terms hereof.

**WHEREFORE, the Undersigned, and for their personal representatives, heirs, next of kin, and assigns, acknowledges and agrees:**

1. The Undersigned acknowledges and fully understands that the Activity is dangerous and involves risks of serious injury, death, and/or property damage.
2. To the fullest extent permitted by law, the Undersigned (and on behalf of the Undersigned’s personal representatives, heirs, next of kin, and assigns) **RELEASES, WAIVES AND DISCHARGES, AND COVENANTS NOT TO SUE** PGE, its officers, directors, stockholders, members, employees, representatives, agents, employees, parents, subsidiaries, sureties, insurance companies, affiliates, partners, joint ventures, attorneys, predecessors, successors, assigns and any PGE contractor or subcontractor, or any person engaged by PGE to perform any work or services associated with the Activity (all collectively, the “Releasees”) from any and all damages, losses, penalties, liabilities, costs, attorney’s fees and expenses of any nature, and any demands, claims, suits, and causes of action therefor, arising out of or resulting from the Undersigned’s participating in the Activity, whether or not caused by the negligence of the Releasees.
3. The Undersigned **ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF, INJURY TO UNDERSIGNEDS PERSON OR HIS DEATH** or damage to the Undersigned’s property, whether caused by the negligence of the Releasees or otherwise, occurring during or as a result of the Undersigned’s participating in the Activity.
4. To the fullest extent permitted by law, the Undersigned will indemnify, defend, and hold harmless Releasees from and against any and all allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, expenses (including, without limitation, attorney’s fees and costs), or liability (the “Losses”) for injuries to property, injuries to persons including death, and from any and all other claims, suits, or liability on account of or arising out of, in whole or in part, of any act or omission of the Releasees, including negligence. The indemnification and hold harmless obligation hereunder shall not be limited by a limitation on amount or type of damages or compensation.
5. **IN NO EVENT SHALL RELEASEES HAVE ANY LIABILITY TO THE UNDERSIGNED FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THE ACTIVITY, UNDERSIGNED’S PARITICIPATING IN THE ACVITITY OR THIS RELEASE AND WAIVER HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING PROVISIONS OF THIS SECTION 5 SHALL NOT BE DEEMED TO LIMIT THE UNDERSIGNED’S INDEMNITY OBLIGATIONS UNDER SECTION 4.**
6. The Undersigned acknowledges that the Undersigned has sole responsibility to evaluate carefully the risks inherent in participating in the Activity and that the Undersigned has fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of the Undersigned and/or by others. The Undersigned acknowledges and voluntarily assumes full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to the Undersigned’s participating in the Activity.
7. The Undersigned agrees to be governed by and follow all health, safety, or otherwise applicable rules and regulations of PGE.
8. The Undersigned consents to receive any medical treatment which may be deemed advisable for the Undersigned and/or their minor child in the event of injury and/or illness during the Activity. The Undersigned understands that the Undersigned or their health insurer (and not PGE or its insurers) will be responsible to pay for or otherwise cover any or all of the expenses in connection with any injury and/or illness that the Undersigned and/or their minor child may suffer in connection with the Activity.
9. The Undersigned agrees that if any portion of this RELEASE AND WAIVER is held invalid, the remaining provisions shall be binding and continue in full force and effect.
10. This RELEASE AND WAIVER will be governed by the laws of the State of Oregon and the United States of America, without regard to conflict of law principles and the parties hereby consent and submit to the jurisdiction and forum of the state and federal courts in the State or Oregon, Multnomah County in all questions or controversies arising out of this RELEASE AND WAIVER.

**THE UNDERSIGNED FULLY UNDERSTANDS THAT BY EXECUTING THIS RELEASE AND WAIVER THE UNDERSIGNED IS WAIVING, RELEASING AND GIVING UP POTENTIAL LEGAL RIGHTS. BY EXECUTING THIS RELEASE AND WAIVER, THE UNDERSIGNED INTENDS TO FULLY AND FINALLY WAIVE ALL CLAIMS THE UNDERSIGNED MAY HAVE AGAINST THE RELEASEES AND FURTHER FULLY AND FINALLY RELEASE THE RELEASEES FROM ANY LIABILITY ARISING FROM THE UNDERSIGNED’S PARTICIPATION IN THE ACTIVITY, FOR NEGLIGENCE OR OTHERWISE. THE UNDERSIGNED HAS READ THIS WAIVER OF LIABILITY AND RELEASE CAREFULLY, UNDERSTANDS ITS SIGNIFICANCE, AND VOLUNTARILY AGREES** **TO ALL OF ITS TERMS.**

**Signature:**  \_ **Date:**

**IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST AGREE TO AND SIGN BELOW.**

**NAME OF PARENT OR LEGAL GUARDIAN (please print legibly): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PARENT OR LEGAL GUARDIAN SIGNATURE: DATE:**