

## Waiver and Release of Liability for Training Center Programs

PLEASE READ CAREFULLY. BY SIGNING THIS RELEASE YOU WILL BE WAIVING LEGAL RIGHTS.

In consideration for allowing me to participate in the event scheduled for **Maple Pruning Garden Workshop** for myself, my heirs, executors, administrators and next of kin, all of whom shall be legally bound by this Waiver and Release, I hereby agree, waive and release as follows:

1. I am not required to participate in said activities, and participation is voluntary and solely for my benefit. I understand and acknowledge that participating in the hands-on workshop may be hazardous, such as accidents and falls at the garden venues. I am not aware of any reason, medical or otherwise, why I should not participate and I accept and assume any and all risks, whether known or unknown to me, of participating in the activity, including death, bodily injury and property damage.
2. I agree to indemnify, release and forever discharge and hold harmless, and I agree not to sue, the Portland Japanese Garden (PJG), its partners, owners, directors, officers, employees, agents, representatives, heirs, successors and assigns ("Indemnified Parties"), of and from all actions, claims, cause of action, demands, damages and expenses of any nature whatsoever, known or unknown (the "Claims"), which I may have or hereafter have against the Indemnified Parties by reason of any harm sustained my person and/or property in the course of my participation in the Portland Japanese Garden's training programs.
3. I agree that if I commence, join in, or in any way seek relief through a legal action or proceeding arising out of, based upon, or related to any of the Claims, I will pay the Indemnified Parties, in addition to any damages, all attorneys' fees and costs in defending or responding to the Claims.
4. I agree that photographs or video may be taken of participants in the event and may be used by the PJG in editorial, social, advertising, collateral, internal documents and other purposes. By signing and submitting this application and participating in the event, I grant the Portland Japanese Garden the irrevocable and unrestricted right to use and publish photographs of you in any manner and medium, and to alter and composite the same without restriction, inspection, or approval.
5. I agree that the Portland Japanese Garden is not responsible for loss, theft or damage to my baggage or any personal possessions.
6. I agree to a liability release and waiver, assuming the risk of attendance and agreeing not to hold our organization liable if they contact the virus at the event.
7. I agree that for the safety reasons, I will refrain from the use of cellphones during the event.
8. Any actions or disputes arising under or in connection with this Release shall be resolved using Oregon law.
9. I have read and understood all of the safety rules and physical requirements and instructions for the event and will comply with them. I will obey the safety instructions of staff and instructors and will arrive on time for all events.

Name (printed): \_\_\_\_\_ Signature: \_\_\_\_\_