

# FESTIVAL OF TABERNACLES EVENT LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 at 33440 Hy Oaks Ln, Mollalla, Oregon, by and between Kelvin D. Mann and Angela Mann, Owners (acting in behalf of himself/herself and themselves and any other persons whomsoever who could under any circumstances be deemed to hold any interest of any nature or kind whatsoever the "Property" as herein below described) and \_\_\_\_\_, Responsible Participant (signature, acting in behalf of himself or herself and all other persons whosoever that Responsible Participant brings upon the Property, directly or indirectly, whether named herein or not.

Responsible Participant's Name (printed): \_\_\_\_\_

Responsible Participant's Address: \_\_\_\_\_

Responsible Participant's minor children for whom and for whose actions Responsible Participant shall be responsible and liable without exception:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property: All that real property known at 33440 Hy Oaks Lane, Molalla, OR, including but not limited to all the land, buildings, structures, vehicles, equipment, appliances, improvements or other items of every nature or kind included therein or in any way associated therewith.

Facilitators: David Klug, Rollyn Betts, Tuck Mayes, their families, agents, assigns, heirs and legal representatives.

***Notice: This Agreement is a contract with legal consequences.***

Read it carefully before initializing and signing!

IN CONSIDERATION OF: Owner allowing a portion of Property to be used as the site for the conduct of various activities known as Festival of Tabernacles (Sukkot), hereinafter referred to as "Festival," and other valuable consideration, receipt of which is hereby acknowledged, Responsible Participant states as follows:

I am an adult of sound mind with full authority and discretion and I hereby affirm that I have read and understood all aspects of this Agreement, without exception, and that I sign this document and **initial** each of the following paragraphs as my affirmation thereof and full agreement thereto.

1. I, \_\_\_\_\_, fully realize the dangers of participating in the Festival sporting, Festival camping and other Festival activities of every nature and kind on a variety of terrains, ground conditions, ditches, vegetation and other hazards of every nature and kind, and that I freely elect and choose to participate at those events, which include, but are not limited to:
  - a. driving any vehicle, backing and parking RVs and camp trailers,
  - b. setting up and taking down tents, sukkot (festival booths) and other facilities,
  - c. campfire activities,
  - d. cutting firewood and gathering branches,
  - e. walking, dancing, or bicycle riding on the grounds,
  - f. climbing, sliding and swinging on the playset or rope swings
  - g. target shooting,

- h. horseback riding,
  - i. soccer, frisbee, softball, volleyball, running obstacle courses and all other field sports of every nature and kind.
2. I, \_\_\_\_\_, voluntarily and contractually assume all the risks associated with such Festival participation whether now known or unknown and whether listed or not, and I understand and acknowledge that the risks include, by way of example; and not limited to the following:
- a. accidents that may happen while traveling in vehicles to or from event locations, including provided transportation, car pools, bicycling, walking and riding a horse both on and off the Property.
  - b. sporting, camping and Festival activity mishaps, such as falls on the ground or from trees, the playset, swings, vehicles or animals, contact with fire, smoke inhalation, poison oak/ivy or insect sting reactions, cuts from saws or knives, equipment failure or misuse, firearm recoil or misfiring, gunshot wounds, injuries by contact with a horse or dog, other participant, instructor or guest, contact with various hard and soft ground surfaces, heat exhaustion, hypothermia and/or over exertion.

These risks could result in injuries including, but not limited to: sprains, concussion, broken bones, torn muscles/tendons, dislocations, puncture wounds, burns, psychological trauma, hospitalization, blindness and even death.

3. I, \_\_\_\_\_, agree that it is my sole responsibility to be familiar with the physical and mental demands associated with Festival camping and sporting activities of every nature and kind, whether or not now known or identified but ultimately held or conducted or otherwise occurring at the Festival. With these demands in mind, I attest that I have no physical or mental condition, which to my knowledge, would endanger myself or others, if I participate in camping or in any sport or Festival activity of every nature or kind that I deem fit to freely participate in, or would interfere with my ability to safely participate in the said activity or activities in which I freely choose.
4. I, \_\_\_\_\_, understand that the property and terrain on which the event shall take place contains both obvious and hidden dangers and hazards of which I may not be made aware and which may not be revealed to me by the Facilitators or Owners, and I fully acknowledge that participation in the above named Festival activities or any other activities of every nature and kind associated with the Festival event has the real potential to be unreasonably, unnecessarily, and inherently dangerous. Further, I understand that before engaging in Festival event activities, it is my duty and responsibility to make myself aware of any and all dangers related to the property or terrain to my satisfaction, and any dissatisfaction of such information will be manifest by my non-participation of any activity associated with this event in any manner. I acknowledge and affirm that serious injuries of every nature and kind and blindness and death may result from ordinary, general and future negligence on the part of others whosoever, and such injuries of every nature and kind, blindness or death are an inherent risk of activities associated with my participation in the Festival activities and events, all of which I hereby assume, accept and acknowledge without condition whatsoever.
5. I, \_\_\_\_\_, consent to anyone contacting my emergency contact for notification, if it is determined necessary at the Facilitators' discretion that I need emergency health assistance. I release, waive and discharge and hereby contract not to sue the Facilitators, Owners, their Families, Agents, Employees, Assigns, Heirs or Legal Representatives whomsoever from any and all claims whatsoever on account of my participation in the Festival activities and events and any first aid treatment or medical service rendered to me during my participation in the Festival activities and events.

Listed below in order of priority are my chosen emergency contact(s):

a. Name \_\_\_\_\_ Phone \_\_\_\_\_

b. Name \_\_\_\_\_ Phone \_\_\_\_\_

6. I, \_\_\_\_\_, acknowledge and understand that the Owners and Facilitators of the Property are permitting participants to use the Property for Festival and Festival recreational purposes, and for this reason participants are allowed entrance to Property, pursuant to Oregon Revised Statute 105.682. The Property Owners, Kelvin D. Mann and Angela Mann, and any of their employees of the Owners and of Owners' business, their family, agents, other employees, assigns, heirs and legal representatives shall in no way whatsoever, be held liable for injuries of every nature and kind, death or other damages of every nature and kind resulting directly or indirectly from Responsible Participant's engagement in Festival activities and events, on or off the Property.
7. I, \_\_\_\_\_, also agree to abide by any and all established rules and regulations as a participant of any Festival activity, and with the directions and precautions given by the facilitators: David Klug, Rollyn Betts, Jay Fox, their families; associates, the property Owners, Kelvin & Angela Mann, employees, agents, assigns, heirs and legal representative in the conduct of Festival activities and events and agree and acknowledge that said persons, or any one of them, has no duty to provide any extraordinary duties or safety measures whatsoever in relation to this Festival event and that I must use reason and judgment in my undertakings hereunder.
8. I, \_\_\_\_\_, hereby release, waive, and discharge, and agree not to sue, anyone acting as an Owner or a Facilitator hereunder, their family members, agents, assigns, employees, heirs or legal representatives, or any insurance company thereof from all liability, claims, demands, actions or causes of action whatsoever arising out of any damages, loss or injury to me, my children or to my property while participating in any of the Festival activities or events contemplated by this Agreement, regardless of whether such damage, loss, or injury results from the negligence of one or more of said named persons or from any other cause, including unknown conditions of the property or terrain; and, I agree to indemnify and hold harmless the said named persons from any loss, liability, damage, judgment award or costs, including court costs and attorney's fees that they may incur due to my participation in said Festival activities or subrogation suits or claims whether caused by the negligence of any of said persons or otherwise.
9. I, \_\_\_\_\_, agree, for myself and my successors, that the above representations and agreements are contractually binding, and are not mere recitals. I agree that my failure or refusal to sign such agreements or releases shall in no way affect the validity of this Agreement, nor revoke or cancel any of the terms of this Agreement. I or any of my successors shall be liable for the expenses (including medical costs and legal fees) incurred by the party or parties in defending against such claim or suit. This Agreement shall not be modified orally or by handwritten modifications hereon or herewith.
10. I have carefully read this form, the rules of the Festival and fully understand their contents. All information I have provided here and in my registration is true. I am aware that this is a release of liability, a waiver of claims, an agreement not to sue, an indemnity, and a contract between myself, anyone I am responsible for and the Facilitators and Owners described herein and I sign it of my own free will.

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RESPONSIBLE PARTICIPANT: Signature

PARENT OR GUARDIAN OR LIAISON OF SUCH, OF A MINOR:

I, \_\_\_\_\_, as parent or guardian or liaison of the above named minor, hereby give my permission for this child or ward to participate in the above named Festival activities, and further agree, individually and on behalf of this child or ward, to the terms outlined herein.

Responsible Parent's Signature: \_\_\_\_\_  
Parent / guardian / liaison Signature for participants under 18

Date: \_\_\_\_\_

Child Emergency Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_

Facilitator Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Owner Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_