

## **LIABILITY WAIVER AND RELEASE AGREEMENT**

All guest of Harefest, LLC, will be required to be checked in and out upon arrival/departure, and agree to follow all rules and regulations of Harefest, LLC.

**ACKNOWLEDGEMENTS OF RISKS, RELEASES, INDEMNIFICATION AGREEMENT, AND COVENANT NOT TO SUE.** Each part of this document must be completed and signed before checking in the Harefest Camp Grounds.

Name registered with Harefest: \_\_\_\_\_

Site Number (ASSIGNED UPON ARRIVAL): \_\_\_\_\_ Drivers License #: \_\_\_\_\_

Phone:(\_\_\_\_) \_\_\_\_\_ DOB: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Notice: THIS IS A LEGALLY BINDING DOCUMENT. IF NOT UNDERSTOOD, LEGAL ADVICE SHOULD BE SOUGHT. By signing this document, you give up your right and the right of your heirs, next of kin, personal representatives, and assigns to bring a court action, now or any time in the future to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death, however caused, arising out of your use of any of the Harefest or Pat's Acres facilities including, but not limited to, camp site, concert venue, road ways, river banks, parking lot and restrooms, even if such claim is based upon the actual negligence of Harefest LLC, subcontractors of Harefest LLC, vendors of Harefest LLC or Harefest partners.

1. Acknowledgement of Risks:

The undersigned User (hereinafter "User") hereby acknowledges and agrees that the use of the facility operated by Harefest LLC, including but not limited to and without limitation, camp grounds, concert venue, road ways, river banks, parking lot or restrooms has inherent risks. User fully recognizes and appreciates the dangers inherent with Harefest LLC activities. User is assuming the hazard of risk to User since User desires to use Harefest Facilities. User realizes that User is subject to injury from these activities and that no form of preplanning can remove all of the danger to which User is being exposed. User further represents and warrants to Harefest that User has full knowledge of the nature and extent of all risks associated with activities at Harefest and the use of the Facilities, including but not limited to:

- A. Camping areas, camp grounds, parking, road ways, river banks, concert venue and restrooms.
- B. Injuries resulting from the actions, omissions or negligence of Harefest or others;
- C. Blatant or apparent defects or conditions in property supplied by Pat's Acres or Harefest.
- D. All manner of injuries resulting from falling off and hitting items such as, but not limited to tables, chairs, the ground, rocks, fences and branches.
- E. Injuries resulting from contact with other users of Harefest and activities.
- F. First Aid, emergency treatment or other services rendered by Harefest Subcontractors.

2. Releases, Indemnification and Covenant Not to Sue

User voluntarily and in consideration of User using the Pat's Acres and Harefest Facilities, including but not limited to and without limitation, camping area, concert venue, road ways, parking lot or restrooms forever discharges and covenants not to sue Harefest LLC, and all other persons or entities' affiliated therewith, from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of or are in any way connected with User's attendance at Harefest or participation in any Harefest activities, including, but not limited to any and all negligence of Harefest, its agents, subcontractors, employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to User or users property. User further agrees, promises and covenants to hold harmless to indemnify Harefest, its agents, workers, directors and subcontractors, and all other persons or entities against all damage which User may negligently or intentionally cause to spectators or other third parties in the course of Users participation in any Harefest activity or use of Harefest facilities, including but not limited to camping, concert venue, river bank, road ways, parking lot and restrooms. User further agrees, promises, and covenants not to use, assert or otherwise maintain any claim against Harefest LLC, it's agents, subcontractors, employees and partners, and all other persons or entities, for any injury, death, illness or disease, or damage to User or users property, arising from or connected to Users participation in any activity or from any claims asserted against User by spectators or

other third parties. In signing this document, User fully recognizes that if anyone is hurt or dies, or property is damaged while user is in or on or using Harefest facilities, User will have no rights to make any claim or file a lawsuit against Harefest LLC, it's agents or employees even if Harefest, its agents or employees, or any of them negligently caused the bodily injury or property damage.

**INITIAL HERE:** \_\_\_\_\_

**3. Acknowledgement of Effect of this Release Agreement**

User understands and acknowledges that by signing this document User has given up certain legal rights and or possible claims which user might otherwise assert or maintain against Harefest, its agents, workers, subcontractors, directors or employees, and other persons or entities, including to but not limited to rights arising from or claims for the acts or omissions, fault or negligence of Harefest, its agents or employees or any other persons or entities. User understands and acknowledges that by initialing and or signing this document, User has assumed responsibility in LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against User as a result of Users participation in Harefest activities or use of Harefest facilities including but not limited to camping, concert venue, road ways, river banks, parking lot and restrooms.

**INITIAL HERE:** \_\_\_\_\_

**4. Participation Insurance Benefits and Agreements to Abide by All Laws**

User understands and acknowledges that no medical insurance benefits will be provided to User for injuries occurring while User is at Harefest facilities, including but not limited to, camping, concert venue, road ways, river banks, parking lot and restrooms. User certifies that User has sufficient health, accident, and personal liability insurance to cover bodily, property damage, or any consequences resulting from Users participation in Harefest activities or use of Harefest facilities, including to but not limited to camping, convert venue, road ways, river banks, parking lot and restrooms. If user has no such insurance, User certifies that User is capable of personally paying for any and all expense or liability. User further certifies and agrees to abide by all laws, rules, ordinances and regulations of the State of Oregon.

**INITIAL HERE:** \_\_\_\_\_

**5. Consideration**

In consideration of this agreement, Harefest will permit user to participate in Harefest activities and use Harefest facilities, including but not limited to use of camp sites, concert venue, road ways, river banks, parking lot and restrooms, subject to Users

compliance with all laws, rules, regulations and ordinances. Harefest retains the right to deny entrance to or remove from its facilities or participation in its activities, to anyone in its sole discretion.

**INITIAL HERE:** \_\_\_\_\_

User understands that this constitutes the entire agreement between undersigned ("User") and Harefest LLC, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of Harefest, its agents, workers, directors or employees or by User. Users signatures below indicate that they have read this entire document in full, understand it completely, and agree to be bound by its terms. This waiver and release is an Oregon contract and User consents to the jurisdiction in venue for any action relating to this waiver and release in Clackamas County, Oregon regardless of Users residence or domicile. In the event action is instituted to enforce any term of this waiver and release agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, the event of an appeal, as set by appellate courts. If the provision of this agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this agreement will not be impaired.

**INITIAL HERE:** \_\_\_\_\_

**User 's Name/Signature:** \_\_\_\_\_  
(Name) (Signature)

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