

Portland-Sapporo Sister City Association

**WAIVER, RELEASE, EXPRESS ASSUMPTION OF RISK,
CONVENANT NOT TO SUE, AND HOLD HARMLESS**

Name of Traveler: _____

Name of Parent or Legal Guardian
if Traveler is a Minor: _____

Name of Trip to Sapporo, Japan: _____

Dates of Trip: _____

We/I hereby certify that the above named Traveler (the "Traveler") attending the trip referenced above (the "Trip") is in normal health and capable of safe participation in the Trip, which is sponsored by Portland-Sapporo Sister City Association. We know that such activity may involve risks and that the Traveler may be injured as a result of the activity and/or as the result of the negligence of others participating in the trip. We assume all risks and hazards incidental to the conduct of the Trip and for the transportation to and from the Trip.

With full knowledge of the above risks, we voluntarily relinquish any and all right the Traveler may otherwise have against Portland-Sapporo Sister City Association, its directors, officers and members from any and all claims or liability of any kind or nature whatsoever arising out of or connected with the Traveler's participation in the Trip. The consideration for this agreement is made on the Traveler's behalf and is binding also upon the Traveler's family, heirs, executors, administrators or anyone else who might try to claim on their behalf.

If anyone makes a claim or files a lawsuit due to the Traveler's participation in Portland-Sapporo Sister City Association sponsored activities, the signatories hereto agree to hold Portland-Sapporo Sister City Association, its directors, officers and members harmless from such claim or lawsuit and agree to indemnify Portland-Sapporo Sister City Association, its directors, officers and members from any and all loss, cost or expense including attorneys' fees and court cost incurred in defending such claim or lawsuit. This hold harmless agreement is also binding upon the Traveler's family, heirs, executors, administrators, or anyone else claiming or suing through the Traveler or on their behalf.

To the extent any provision of this should be held invalid or unenforceable by a court of law, such provision shall be severed and the remaining provisions shall remain in full force and effect.

SUMMARY

I/we have read the above and understand: (1) the risks involved in the activity; (2) the Traveler relinquish any claim again Portland-Sapporo Sister City Association, its directors, officers and

members, for personal injury or death; (3) the Traveler cannot sue Portland-Sapporo Sister City Association, its directors, officers and members, for any personal injury or death; (4) the participants release Portland-Sapporo Sister City Association, its directors, officers and members, from all liability; and (5) the signatories hereto will indemnify Portland-Sapporo Sister City Association, its directors, officers or members, for any costs of defense.

DATED this ____ day of _____, 2000.

Signature of Traveler

Signature of Parent or Legal Guardian for Traveler, if Traveler is a Minor

Note: All Travelers, including delegation heads and chaperones, and a Parent or Guardians of a Traveler who is a minor, must sign this form to participate in the Trip.