

WASHINGTON COUNTY, OREGON  
**INDEMNITY AGREEMENT  
& WAIVER OF LIABILITY**



This Indemnity Agreement and Waiver of Liability is presented to Washington County on the behalf of:

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*Fill in name of event and sponsoring organization here*

Date(s) of Event: \_\_\_\_\_

The undersigned Applicant has applied to Washington County, Oregon ("County") for permission to occupy the public right of way or other public property owned or controlled by the County ("the property") for use for a private event. The Applicant understands and agrees that such use of the property may present risks of personal and bodily injury and property damage to the applicant or participants in the event and to the public at large different from or greater than the risks of using the property for its usual purpose. The applicant understands and agrees that the County has not inspected the property and makes no representations whatsoever regarding its condition or fitness for any particular use. Further, the County has neither the obligation nor the resources to supervise the event or otherwise protect persons from such different or additional risks of injury or damage.

In partial consideration for the County's permission to use the property for the private event described above, the Applicant by their signature below agrees to hold harmless, indemnify and forever release the County, the Board of County Commissioners, its officers, employees and agents from any and all liabilities, claims, judgments, demands actions, suits or costs of any kind or nature brought by any person, including, but not limited to, those individuals participating in the event or third parties spectating the event, for personal or bodily injury or property damage arising out of the event or participation in the event, and not caused solely by a wrongful act of the County. Applicant further agrees that they shall not represent to anyone that the event is sponsored by the County or shall be supervised or controlled in any manner by the County. Applicant expressly acknowledges that any such representation is cause for immediate revocation of any permit granted to Applicant by the County for such event. The Applicant represents and warrants, by their signature below, that they have the authority to execute this Indemnity Agreement and Waiver of Liability on behalf of the Applicant organization or entity as may be applicable.

By: \_\_\_\_\_  
*Print name of Authorized Agent*

By: \_\_\_\_\_  
*Signature of Authorized Agent*

Date: \_\_\_\_\_, 20\_\_\_\_