

**“Our Dreams Take Flight”**  
5<sup>th</sup> Grade Cultural Exchange Trip to Japan 2022  
Sponsored by Oya No Kai, Inc.

*Portland Public Schools (also known as the “District”) does not fund, sponsor, or endorse this travel study program. The District is not responsible for conducting or supervising this trip. Portland Public School employees who participate in travel study programs are not acting in their capacity as District employees and do so at their own risk. Students participating in travel study programs do so at their own risk.*

**RELEASE OF LIABILITY, WAIVER OF CLAIM, COVENANT NOT TO SUE,  
VOLUNTARY ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT  
 (“RELEASE AGREEMENT”)**

In consideration of my participation in Oya No Kai, Inc.’s 5<sup>th</sup> Grade Cultural Exchange Trip to Japan (“Cultural Exchange”), I, \_\_\_\_\_ (Student Participant) hereby agree to the following terms and conditions:

1. I release, waive, and discharge Oya No Kai, Inc., Portland Public Schools, any respective directors, officers, employees, members, representatives, agents, affiliates, independent contractors, volunteers, and all others involved with the Cultural Exchange (collectively referred to as “Releasees”) from any and all claims I may have at any time, now or in the future, for any and all claims, demands, losses, or damages on account of personal injury, sickness, property damage, death or any other loss that I may sustain, resulting directly or indirectly from my participation in the Cultural Exchange, caused or alleged to be caused in whole or in part by the negligence, breach of contract or other act, conduct or status of any of the Releasees. This release does not extend to suits or claims related to gross negligence or any other liabilities that cannot be excluded by agreement.
2. I covenant not to sue Releasees for any personal injury, sickness, property damage, or any other loss that I may sustain arising out of or in any way related to my participation in the Cultural Exchange.
3. I hereby certify that I am in normal health and capable of safe participation in the 5th Grade Cultural Exchange, which is sponsored by Oya No Kai, Inc. I know that such activity may involve risks and that I may be injured as a result of the activity and/or as the result of the negligence of others participating in the trip. I understand the Cultural Exchange is led by volunteers who are not trained professionals. I assume all risks and hazards incidental to the conduct of this Cultural Exchange and for the transportation in regard to this Cultural Exchange. I understand that Oya No Kai, Inc. will not provide liability, medical or dental insurance for participating students. The travelling student and his/her family have the sole responsibility for insurance coverage.
4. I acknowledge and understand that there are inherent dangers in traveling overseas and participating in the Cultural Exchange, and that I may be exposed to risks of severe social and economic losses, and physical and mental dangers, including, but not limited to, inadequate or defective equipment; negligence of the Releasees; foreign, political, legal, social, transportation, health and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local medical facilities and providers; local weather conditions; diseases, allergic reactions, cuts, fractures, loss of vision, seizures, strains, permanent disability, mental trauma, and death. Further, that there may be other risks not known or not reasonably foreseeable at this time. I fully and voluntarily assume any and all risks of physical, mental, social, and economic injury associated with participation in the Cultural Exchange.

**\*Additional Acknowledgement of COVID-19 Risks:**

I fully understand that:

(a) the novel coronavirus SARS- CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19") is an extremely contagious disease that can lead to severe illness and death, and there is an inherent danger and risk of exposure to COVID-19 in any place where people are present;

(b) no health and safety policies, assessments, precautions and/or protocols that will be implemented at the Cultural Exchange can eliminate the risk of exposure to COVID-19;

(c) while people of all ages and health conditions can be and have been adversely affected by COVID-19, according to the Center for Disease Control and Prevention (CDC) and other public health authorities (i) people with certain underlying medical conditions are or may be especially vulnerable, including, but not limited to, people with chronic kidney disease, chronic obstructive pulmonary disease, moderate to severe asthma, liver disease, compromised immune systems (including as a result of organ transplant), obesity, serious heart conditions, sickle cell disease, and type 2 diabetes, and (ii) the risk of severe illness from the contraction of COVID-19 increases steadily with age, and contracting COVID-19 can result in the further transmission of COVID-19 to my family members and other persons in proximity to me; and

(d) exposure to COVID-19 can result in subsequent quarantine, illness, disability, other short-term and long-term physical and/or mental health effects, and/or death, regardless of age or health condition at the time of exposure and/or infection.

I fully understand and knowingly, voluntarily and irrevocably, assume all risks, hazards and dangers related to my participation in the Cultural Exchange, which may include an increased risk of exposure to communicable diseases (including, without limitation, COVID-19), viruses, bacteria or illnesses or the cause thereof, sickness, personal injury, disability, other short-term or long-term health effects, and/or death, which might result from the actions, inactions, or negligence of myself, any of the Releasees (as defined above), or other third parties, whether occurring before, during or after the Cultural Exchange, however caused while participating in the Cultural Exchange. I expressly acknowledge the danger of possible COVID-19 exposure that is inherent in participating in the Cultural Exchange and specifically assume all responsibility of claims and potential claims relating to the risk, hazards and dangers described in this Release Agreement.

5. I understand that Releasees are not agents of, and have no control over, any third party that may provide any services including food, lodging, travel, home stays, or other goods or services associated with the Cultural Exchange. I understand that Oya No Kai, Inc. assists with the arrangement of these goods and services only as a convenience to the participants. I understand and agree that Releasees accept no responsibility, in whole or in part, for delays, loss, damage, or injury to persons or property whatsoever, caused to me or others prior to departure, while traveling or while staying in designated lodging.
6. I understand and agree that my participation in the Cultural Exchange is entirely voluntary and that I, to my knowledge, have no medical or physical condition that would endanger others or myself or would interfere with my ability to participate in the Cultural Exchange.
7. I agree to defend, hold harmless, and indemnify Releasees from and against any and all claims, losses, costs, expense, or damages, including attorneys' fees and court costs, or other loss that may arise, in whole or in part, out of negligent, intentional or other act or omission by me in connection with my participation in the Cultural Exchange.
8. It is understood and agreed that, if any provision or term of this Release Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions, terms, or applications of this Release Agreement which can be given effect without the invalid provisions, terms, or applications.
9. This Release Agreement shall be construed in accordance with, and governed by, the laws of the State of Oregon. I agree that venue for any dispute arising under this Release Agreement will be in Multnomah County, Oregon. I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold this Release Agreement.

- 10. The language of this Release Agreement will not be strictly construed for or against any party. This Release Agreement, with the accompanying forms, is the entire and complete agreement of the parties relating in any way to the subject matter hereof. This Release Agreement supersedes any earlier written or oral understandings or agreements between the parties. It can only be amended by a written document which specifically refers to the provision of this Release Agreement to be amended and is signed by both parties.
- 11. This Release Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their insurers, heirs, assigns, executors, administrators, and personal representatives.

**I acknowledge that I have carefully read, and I voluntarily sign, this Release Agreement.**

Student Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I am the parent or legal guardian of the Student Participant. I have carefully read the Release of Claim, Waiver of Liability, Covenant Not to Sue, Voluntary Assumption of Risk, and Indemnification Agreement (“Release Agreement”), including portions that may subject me to personal financial responsibility. I acknowledge that I have received a complete copy of this Release Agreement.

I warrant that I am authorized to enter into this Release Agreement in my individual capacity and also on behalf of the Student Participant. **By signing this Release Agreement, I acknowledge that I will be giving up substantial legal rights, including the rights of the Student Participant.** I will be legally responsible for the obligations and acts of the participant as described in this Release Agreement and agree, for myself and for the participant, to be bound by its terms. I agree it is my sole responsibility to determine whether Student Participant is ready to participate in the Cultural Exchange and assume all risks and responsibility related to the Student Participant’s participation. I agree that no oral representations, statements, or inducements contrary to anything contained herein have been made by Oya No Kai, Inc. or any other Releasee.

Each party to this Release Agreement represents and warrants to each other party that such party has read and fully understands the terms and provisions hereof, has had an opportunity to review this Release Agreement with legal counsel, and has executed this Release Agreement based upon such party's own judgment and advice of independent legal counsel (if sought).

***Each custodial parent/legal guardian of the Student Participant must sign below unless court documents proving sole custodianship are provided.***

\_\_\_\_\_  
*Signature of Custodial Parent/Legal Guardian*

\_\_\_\_\_  
*Signature of Custodial Parent/Legal Guardian*

\_\_\_\_\_  
*Print Name of Custodial Parent/ Guardian*

\_\_\_\_\_  
*Print Name of Custodial Parent/ Guardian*

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

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

[Notarization below]

**STATE OF OREGON**

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, a Notary Public in and for the State of Oregon, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed Release of Claim, Waiver of Liability, Covenant Not to Sue, Voluntary Assumption of Risk, and Indemnification Agreement and acknowledged it to be his/her/their free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

**\*Note to Notary: Both Student Participant and all custodial guardian(s) must sign this Release Agreement and be reflected in the notarization\***