Legal Corner

Continued from page 13

Oregon Supreme Court opinion had previously held that "agreements to exonerate a party from liability or to limit the extent of the party’s liability for tortious conduct are not favorites of the courts."

The Oregon Supreme Court has held that such exculpatory clauses in release forms are valid only if they are limited to ordinary negligence.

Generally, state law prohibits any type of insurance or indemnification for intentional acts. Only where the principle holds, persons could plan an attack on a person and then purchase insurance, or get a release, that would protect them from responsibility for their intentional and wrongful conduct.

The federal court of appeal had little difficulty concluding that the overreaching release included the possibility of exonerating Mt. Bachelor from intentional

Continued on next page