

MEMORANDUM

To: Chairman Bowman, Vice-Chairs Elmer and Pham, and Members of the House Rules Committee

From: Oregon Health & Fitness Alliance, Jim Zupancic, President and General Counsel

Re: **OPPOSITION TO SB 1517A**

Date: March 1, 2026

On behalf of the Oregon Health & Fitness Alliance, we **OPPOSE SB 1517A** because it is ineffective, replete with loopholes, and harmful. It would be better to have no bill on this issue than to enact SB 1517A.

SB 1517A will (1) make Oregon a less attractive place for insurance companies to write policies, (2) provide at least 28 loopholes for litigants to nullify waivers (see attached), and (3) likely cause Oregon insurance rates to rise even faster.

By comparison, we support amendments -11 and -15 that simply and effectively restore reasonable liability waiver enforceability to Oregon.

So much has been written, discussed, proposed, debated and textualized over the past 10 years on this issue. It's past due time for the Legislature to act on this important issue. As stated by the Oregonian's Editorial Board in today's edition,

"By neutralizing liability waivers, SB 1517 shifts all the risk of someone's recreational choices from the individual to the business and levies an unreasonable expectation of perfection. Not only is that unfair to businesses big and small that provide these iconic opportunities that Oregonians value, but the costs and scarcity of insurance may lead to fewer of these businesses surviving at all." Sunday, March 1, 2026, *The Oregonian*.

We respectfully request that you OPPOSE SB 1517A and support the -11 and/or -15 amendments.

Respectfully submitted for the record.

Summary of SB 1517A Conditions and Exceptions

Conditions: The waiver must:

1. Involve an activity that has elements of inherent risk. Section 1 (B) (b)
2. Only release claims “resulting from” ordinary negligence. Section 1 (2)
3. Only release claims sustained while in the act of performing the activity. Section 1 (2)
4. Disclose the risks associated with the activity. Section 1 (2)
5. Conspicuously disclose those risks. Section 1 (2)

Exceptions: The waiver cannot release claims:

1. For greater than ordinary negligence. Section 3 (a)
2. Not sustained while in the act of performing the activity. Section 3 (b)
3. For injuries occurring in parking areas. Section 3 (b)
4. For injuries occurring in lodges. Section 3 (b)
5. For injuries occurring in rental facilities. Section 3 (b)
6. For injuries occurring in areas “not directly part” of the activity. Section 3 (b)
7. For injuries caused by the design of equipment, safety gear or apparatus (the “Equipment”). Section 3 (c)
8. For injuries caused by using the Equipment. Section 3 (c)
9. For injuries caused by the manufacture of the Equipment. Section 3 (c)
10. For injuries caused by providing the Equipment. Section 3 (c)
11. For injuries caused by failure to maintain the Equipment. Section 3 (c)
12. For injuries caused by failure to inspect the Equipment. Section 3 (c)
13. Arising out of the operator’s alleged violation of a statute. Section 3 (d)
14. Arising out of the operator’s alleged violation of an administrative rule. Section 3 (d)
15. Arising out of the operator’s alleged violation of an industry safety standard. Section 3 (d)
16. Relating to negligent hiring. Section 3 (e)
17. Relating to negligent training. Section 3 (e)
18. Relating to negligent credentialing. Section 3 (e)
19. Relating to negligent supervision. Section 3 (e)
20. Relating to the failure to warn of known hazards that are not inherent risks. Section 3 (f)
21. Relating to the operation of a vehicle. Section 3 (g)
22. Relating to the maintenance of a vehicle. Section 3 (g)
23. Relating to the use of a vehicle. Section 3 (g)