

## **WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT**

**In consideration of permission granted by Oregon Rides & Events, LLC & Cannon Beach Chamber of Commerce allowing me to participate in the Cannon Beach Fat Bike Festival, (the "Activity"), which will occur on, April 30- May 2, 2021, I (together with my parent or guardian, if I am under the age of eighteen (18) or under a legal disability) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:**

1. I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.
2. I certify that I am physically fit, have sufficiently trained to be a participant in the event and have not been advised otherwise by a qualified medical person.
3. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and or illness during this event and agree not to sue as a result of my participation.
4. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and or assigns.
5. **IMPORTANT:** Oregon Rides & Events, LLC and the organizers of this event do not provide insurance coverage for injuries that occur at the event. The costs related to those injuries are the responsibility of the individual participant.
6. **Bicycle use:** Bicycles or bicycle equipment, wheels or other components may be loaned or borrowed for use in this event. This is a loan and does not constitute a rental agreement. I understand that I assume responsibility for the mechanical soundness of the bicycle and its parts, including but not limited to tires, gears, chain and bolts. I have examined or will examine the bicycle and certify that it is properly assembled and fit to ride. I accept responsibility for damaged or lost equipment.
7. I have read and understand the materials regarding concussions posted at [https://www.cdc.gov/headsup/basics/concussion\\_symptoms.html](https://www.cdc.gov/headsup/basics/concussion_symptoms.html)
8. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

9. Without limiting my assumption of the general risks described above, I specifically understand and acknowledge the following with regard to the novel coronavirus, COVID-19:

a. COVID-19 has been declared a worldwide pandemic by the World Health Organization;

b. COVID-19 is an infectious virus that is extremely contagious and spreads easily through person-to person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air;

c. Those infected with COVID-19 may show no symptoms and still spread the disease, including through interpersonal communications and sharing spaces with others;

d. COVID-19 can cause serious and potentially life threatening illness and even death.

e. Based on guidance from public health authorities, Oregon Rides & Events, LLC has issued, and the Released Parties are implementing, regulations and protocols to be followed by those who attend the event held by the Released Parties, and these include but are not necessarily limited to: maintaining a safe personal distance of at least six feet between other people, wearing face coverings when this distance cannot be maintained, and frequently washing hands and surfaces;

f. Released Parties in no way warrant that the foregoing regulations and protocols or any other protective measures prescribed as a condition to my engaging in Activity will completely prevent exposure to the COVID-19 virus; and

g. My participation in Activity or accessing property or facilities owned or managed by Released Parties could increase my risk of contracting COVID-19.

10. In participating in the Activity, I agree to follow all event regulations and protocols and all public health and safety guidelines, fully recognizing that Released Parties cannot protect me from becoming exposed to, contracting, or spreading COVID-19 while I do so.

11. Notwithstanding the foregoing, I hereby choose to accept, and freely and voluntarily assume, the risk of being exposed to, contracting and/or spreading COVID-19 in order to participate in the Activity.

12. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.

13. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) Oregon Rides & Events, LLC, Cannon Beach Chamber of Commerce their owners, officers, directors, agents, employees, volunteers and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.

14. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside

counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

15. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Oregon. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Participant Signature Participant

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Parent/Guardian Signature  
(required if participant is under the age of 18 or disabled)

\_\_\_\_\_  
Parent/Guardian Printed Name