

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

OBRA Waiver: OREGON BICYCLE RACING ASSOCIATION, 320 SW Century Dr Ste 405-396 Bend, OR 97702

ACCIDENT WAIVER AND RELEASE OF LIABILITY

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 acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by event holders, sponsors and organizers, in events in which I may participate and that it will govern my actions and responsibilities at said events.

4. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge the Oregon Bicycling Association, their directors, officers, employees, volunteers, agents, event holders, event promoters, event sponsors, event volunteers, event permit grantors, event property owners, and event participants, from any and all liability for my death, disability, personal injury, property damage, property theft, lost income, or any other losses, costs or actions of any kind which hereafter may accrue to me by virtue of my training for this event, my participation in this event or my travel to or from this event; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event.

5. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and or illness during this event.

6. 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.

7. IMPORTANT: OBRA and the organizers of this race do not provide insurance coverage for injuries that occur at the race. The costs related to those injuries are the responsibility of the individual participant.

8. Bicycle use: Bicycles or bicycle equipment, wheels or other components may be loaned or borrowed for use in this event. A nominal charge may be collected to cover bicycle maintenance and purchase. 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.

9. I have read and understand the materials regarding concussions posted at <http://www.obra.org/concussion>

10. The AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

11. I hereby certify that I have read this document; and, I understand its content.

PARENT GUARDIAN WAIVER FOR MINORS (Under 18 years old) The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian. The undersigned parent and natural guardian or legal guardian also agrees that they have read, understand and agree to guidelines regarding concussions posted at <http://www.obra.org/concussion>.

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Warning: Read this Oregon Rides & Events, LLC Event Waiver and Release of Liability Agreement (the Agreement) carefully. This Agreement includes a Release of Liability and waiver of legal rights. Be aware that by executing this agreement and participating in this event, you will be expressly assuming the risk and legal liability, and waiving and releasing any claims for injuries, damages, or loss which you might sustain as a result of any activities connected with participation in the event.

DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

Oregon Rides & Events, LLC Accident Waiver and Release of Liability (AWRL)

I certify that I am physically fit, have sufficiently trained and prepared for participation in this event and have not been advised otherwise by a qualified medical person.

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, lack of hydration, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, journalist, event officials, event monitors, and/or producers of the event. The risks are not only inherent to participants, but are also present for volunteers and support staff.

I hereby assume all the risks of participating and/or volunteering in this event. In consideration of my application and permitting me to participate in this event, I hereby act for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me during or my traveling to and from this event, Oregon Rides & Events, LLC, their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event volunteers, as well as any and all involved municipalities or other public entities and their respective agents and employees;

(B) Indemnify and Hold Harmless the entities and persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this event.

I have read, understand, and agree to abide by the rules of the event as published on the event website. If I do not follow all the rules of this Event, I understand that I may be removed from the Event.

I also understand that at this event or related activities, I may be photographed. I agree to allow my name, photo, video or likeness to be used for any legitimate purpose by event holders, producers, sponsors, organizers and assigns.

I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event holders, sponsors, and organizers, of the event(s) I may participate in and that it will govern my actions and responsibilities at said events. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I understand that participating in this event is potentially hazardous, and that I should not enter and participate unless I am medically able and properly trained. In consideration of the acceptance of this entry, I assume full and complete responsibility for any injury or accident which may occur while I am traveling to or from the event, during the event, or while I am on the premises of the event. I also am aware of and assume all risks associated with participating in this event, including but not limited to falls, contact with other participants, effect of weather, traffic and conditions of the road. I, for myself and my heirs and executors, hereby waive, release and forever discharge the event organizers, sponsors, promoters, and each of their agents, representatives, successors and assigns, and all other persons associated with the event, for all of my liabilities, claims, actions, or damages that I may have against them arising out of or in any way connected with my participation in this event.

I understand that this waiver includes any claims, whether caused by negligence, the action or inaction of any of the above parties, or otherwise.

I understand that the entry fee is non-refundable and non-transferable. I hereby grant full permission to any and all of the above parties to use any photographs, videotapes, motion pictures, website images, recordings or any other record of this event.

Signature _____ Date _____