



## RELEASE & WAIVER OF LIABILITY, ASSUMPTION, AND INDEMNITY AGREEMENT

### PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

I enter into this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (this "Release") in favor of The Community Cycling Center, an Oregon nonprofit corporation, and its sponsors and partner organizations, including without limitation their respective administrators, directors, officers, members, employees, agents and volunteers (collectively, "CCC").

I wish to participate in programs or events organized or coordinated by CCC, and/or to perform services as a volunteer for CCC, and to engage in activities related to such programs, events, and/or volunteer services (the "Activities"). I hereby freely, voluntarily, and without duress executes this Release under the following terms:

**RELEASE & WAIVER:** To the fullest extent permitted by the laws of the State of Oregon, I hereby release, forever discharge, covenant not to sue, and hold harmless CCC and its successors and assigns from any and all liability, claims, or demands of whatever kind or nature, either in law or in equity, arising from my participation in the Activities, including without limitation any liability or claim that I may have against CCC with respect to any bodily injury, illness, death, or property damage that may result from the Activities.

**ASSUMPTION OF THE RISK:** My participation in the Activities is voluntary. To the best of my knowledge, I am qualified, in good health and in proper physical condition to participate in the Activities. I understand that the Activities involve unavoidable risks and dangers of serious bodily injury, including permanent disability, paralysis and death. I also understand that there may be other risks of social and/or economic losses that are not known to me and/or not readily foreseeable at this time. I hereby expressly and specifically accept and assume all such risks and all responsibility for losses, costs, and damages that I may incur as a result of my participation in the Activities.

**INDEMNITY AGREEMENT:** I agree to hold harmless and defend CCC with respect to any and all actions, claims or demands that may be made or brought against CCC arising from or in connection with my participation in the Activities. I agree to compensate CCC for reasonable attorney's fees and expenses incurred by CCC in connection therewith.

**MEDICAL TREATMENT:** I hereby release and forever discharge CCC from any claim whatsoever which arises from or relates to any first aid, treatment, or service provided to me.

**WAIVER OF WARRANTIES:** I understand that CCC may give, sell, or provide me one or more bicycle(s). I accept such bicycle(s) "AS IS" and without warranty of any kind.

**INSURANCE:** I understand that CCC does not carry or maintain health, medical, or disability insurance coverage for me, and I agree that CCC does not assume any responsibility or obligation to provide any such insurance coverage or any other financial assistance of any kind.

### I AM EXPECTED AND ENCOURAGED TO OBTAIN MY OWN INSURANCE COVERAGE.

**OTHER:** I agree that this Release shall be governed by the laws of the State of Oregon, without regard to its rules regarding conflict of laws. I agree that, if any clause or provision of this Release is held to be invalid, the remaining provisions of this Release which shall continue to be enforceable. I warrant that I am of legal mental capacity to enter into this Release. I acknowledge that this Release is binding on, me and my heirs, successors, legal representatives and assigns.\



As a volunteer, I hereby confirm, represents and warrants that I have never been convicted of or charged with a violent crime, child abuse or neglect, child pornography, child abduction, kidnapping, rape or any sexual offense, nor have I ever been ordered by a court to receive psychiatric or psychological treatment in connection therewith.

**USE OF IMAGES:** I understand that, in connection with my participation in the Activities, CCC may make or cause to be made photographs, films, video recordings, audio recordings, or combinations thereof of me (the "Images"). I agree that the Images are the sole property of CCC, and I hereby grant and convey to CCC all right, title, and interest in the Images, including without limitation the irrevocable right to use and publish the Images in any manner whatsoever in perpetuity and without compensation. I hereby waive any right to prior approval for any use of the Images.

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**By signing this Release, I warrant that I have read and fully understand this Release. I sign this Release freely and without inducement or assurance of any nature. I understand that I am giving up substantial rights by signing this Release. I intend this Release to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

IN WITNESS WHEREOF, I execute this Release as of the day and year written below.

Name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

<b>FOR PARTICIPANT AND VOLUNTEERS UNDER 18</b>
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**LEGAL GUARDIAN'S CONSENT TO RELEASE:** I warrant that I have the legal authority to enter into this Release on behalf of my child or dependent. My signature below hereby represents that I have read, understand, and consent to the above Release.

Name of Legal Guardian: \_\_\_\_\_

(Legal guardian signature required if Participant is under the age of 18.)

Signature of Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

**LEGAL GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE**

I, \_\_\_\_\_, as parent or legal guardian hereby authorize CCC, in the event of an emergency, accident or illness, to administer medical care to, and/or to secure medical attention for, my child or dependent without first contacting me or obtaining my approval. I agree to pay all costs and expenses, including all medical bills, associated with such medical attention. I release CCC from responsibility for any bills resulting from injuries.

Signature of Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_