



RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT FOR PARTICIPANTS

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 desire to participate in programs or events organized or coordinated by CCC and to engage in activities related to such programs or events (the "Activities"). I hereby freely, voluntarily, and without duress execute this Release under the following terms:

WAIVER OF WARRANTIES: I understand that CCC may give me a bicycle(s) free of cost. I accept such bicycle(s) "AS IS" and without warranty of any kind.

RELEASE & WAIVER: 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, which arise or may hereafter arise from my participation in the Activities or my use of any bicycle(s) given to me by CCC. I understand that this Release discharges CCC from any liability or claim that I may have against CCC with respect to any losses or damages, including without limitation any bodily injury, personal injury, illness, death or property damage, that may result from the Activities, whether caused or alleged to be caused, in whole or in part, by the negligence of CCC or its officers, directors, employees, or agents or otherwise. I also understand that CCC does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

MEDICAL TREATMENT: I hereby release and forever discharge CCC from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Activities or with my use of any bicycle(s) given to me by CCC.

ASSUMPTION OF THE RISK: I warrant that, to the best of my knowledge, I am qualified, in good health and in proper physical condition to participate in the Activities and to use a bicycle. I hereby attest that my attendance and participation in the Activities is voluntary. I fully 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 or



my use of any bicycle(s) given to me by CCC.

INSURANCE: I understand that, except as otherwise agreed to by CCC in writing; CCC does not carry or maintain health, medical, or disability insurance coverage for me. I AM EXPECTED AND ENCOURAGED TO OBTAIN MY OWN MEDICAL OR HEALTH INSURANCE COVERAGE.

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 or my use of any bicycle(s) given to me by CCC. I agree to compensate CCC for reasonable attorney's fees and expenses arising in connection therewith.

OTHER: I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Oregon. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect 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 on my own behalf. I acknowledge that this Release is binding on, me and my heirs, successors, legal representatives and assigns.

I further grant The Community Cycling Center and its sponsors and partner organizations, including without limitation their respective administrators, directors, officers, members, employees, agents and volunteers (collectively, "CCC") the irrevocable right to use and publish any photograph, slide, film, video tape, audio tape, or combination thereof of me or the below-named minor (the "Images") in any poster, advertisement, pamphlet, brochure, newsletter, correspondence, display, website, or promotional or advertising material. I agree that CCC may exercise the right to use the Images in perpetuity. I agree to appear without pay.

I agree that the Images are the sole property of CCC. I hereby grant and convey to CCC all right, title, and interest in the Images, including, but not limited to, any royalties, proceeds or other benefits derived from the Images. I hereby waive any right to prior approval for any use of the Images. I also waive my right to object to any blurring, optical illusion, distortion, alteration, or use in composite form of the Images, or to any effect that may arise from the manner in which the Images are processed, printed, reproduced, or otherwise manipulated, either now or in the future.

By signing this Release, I warrant that I have read and fully understand this Release and that I am fully familiar with its contents and terms. 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: _____

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: _____