CYCLE OREGON 2027

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of being permitted to participate with Cycle Oregon Inc. and the Cycle Oregon Foundation in the year 2027 and any related events and activities (collectively the "Event"), the undersigned, for themself, and their personal representatives, heirs, spouse, parents, siblings, and children, hereby acknowledges and agrees to the following:

1. I acknowledge and agree that riding bicycles on roads and highways and my participation in this Event bears certain known and unknown risks which could result in injury, death, illness, disease, or damage to me, to my property, or to other parties. Risks include, but are not limited to those caused by terrain, facilities, temperature, weather, my physical condition, equipment, vehicular traffic, and actions of other people including participants, volunteers, spectators, and/or the Released Parties (as defined below). I acknowledge that the Released Parties have made no representations or guaranties as to the safety of the Event to me, and that I **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, whether known or unknown.

2. I, for myself and on behalf of my heirs, assigns, and legal representatives, **VOLUNTARILY RELEASE**, **FOREVER DISCHARGE**, **AND AGREE TO HOLD HARMLESS AND INDEMNIFY** Cycle Oregon, Inc. and the Cycle Oregon Foundation, other participants or volunteers in the Event, sponsors or advertisers of the Event, and if applicable, owners and lessors of premises used to conduct the Event, and all officers, agents, volunteers, contractors, and employees of each of the foregoing persons or entities, all of whom shall collectively be referred to as the "Released Parties," or individually as a "Released Party," from any and all liability, claims, demands, or actions for any injury or death to me, for injury to my property, or for which I may be liable to others, which are in any way connected with my participation in the Event. **I AGREE AND UNDERSTAND THAT THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT WILL EXTEND TO ALL CLAIMED WRONGFUL ACTS OF THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF OREGON**, **INCLUDING THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES**.

3. I hereby represent that I am physically capable of participating in this Event, that my bicycle and any other equipment I may use to participate in the Event is in good working condition, that I will observe all applicable traffic laws and Event rules, that I will wear a helmet that meets the ANSI or SNELL bicycle safety standards, ride no more than two abreast, obey all pertinent traffic laws and the directions of all traffic control personnel, carry adequate drinking water, use appropriate hand signals when turning, be equipped with proper lighting if riding between sunset and sunrise, and generally conduct myself in a safe and prudent manner while participating in the Event. I acknowledge that I will be unsupported and not considered part of the Event should I deviate from the official course and hours of course operation and accept responsibility for my safety and welfare should I deviate from the course and hours of operation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest representative of the organizer immediately.

4. I hereby consent to and permit emergency treatment in the event of injury or illness while participating in the Event.

5. I give permission to Cycle Oregon, Inc. and the Cycle Oregon Foundation, and its assigns and licensees, to use my name and any photographs taken of me during the Event in any promotional materials, events, or publications.

6. I represent that without the permission of the organizer of the Event I will not transfer my right to participate in the Event to any other party or encourage any other party to participate in the Event, unless registered with the organizer, and will hold harmless and indemnify the Released Parties from any liability of the Released Parties because this representation is found to be untrue.

7. I understand and agree that Cycle Oregon, Inc. and the Cycle Oregon Foundation, at its sole discretion, has the right to cancel or reroute all or any part of a Cycle Oregon Event due to the occurrence of any *force majeure* event or credible threat thereof, including but not limited to any Act of God, fire, earthquake, acts of civil or military authority, casualty, flood, war, terrorist attack, epidemic, insurrection, civil unrest, strikes or other labor activities or any other similar cause beyond the reasonable control of Cycle Oregon Inc. or the Cycle Oregon Foundation, including environmental conditions that might threaten the health and safety

of Event participants, volunteers or staff. I understand and agree that my registration fees and other costs will not be refunded by Cycle Oregon, Inc. or the Cycle Oregon Foundation if all or any portion of a Cycle Oregon Event is cancelled or rerouted due to a *force majeure* event. I will release and hold Cycle Oregon Inc. and the Cycle Oregon Foundation harmless for any costs or damages incurred as result of cancellation or rerouting of a Cycle Oregon Event due to a *force majeure* event.

ALL DISPUTES BETWEEN MYSELF AND ANY RELEASED PARTY ARISING FROM MY PARTICIPATION IN THE EVENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF OREGON, **AND THE EXCLUSIVE JURISDICTION THEREOF SHALL BE IN THE STATE COURTS OF THE STATE OF OREGON**, **AND THE VENUE FOR THESE DISPUTES SHALL BE IN MULTNOMAH COUNTY**, **OREGON**.

IF ANY PART OF THIS AGREEMENT IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON OR UNDER ANY CIRCUMSTANCE, **IT IS INTENDED THAT ALL OTHER TERMS WILL BE ENFORCED IN ALL OTHER CIRCUMSTANCES.**

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, **AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT**, **ASSURANCE**, **OR GUARANTEE BEING MADE TO ME**, **AND I INTEND MY SIGNATURE TO CONSTITUTE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAWS OF THE STATE OF OREGON.**

I HAVE NOT RELIED ON THE ADVICE OR INPUT OF ANY RELEASED PARTY ABOUT THE INTERPRETATION OR EFFECT OF THIS AGREEMENT, AND FURTHER ACKNOWLEDGE THAT NO RELEASED PARTY HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS CONCERNING THE INTERPRETATION OR EFFECT OF THIS AGREEMENT, OR TO VERBALLY LIMIT OR MODIFY ANY TERM OF THIS AGREEMENT.

Print Name_____

Signed_____ Date Signed _____
(PARTICIPANT SIGNATURE)

REQUIRED FOR PARTICIPANTS UNDER AGE 18 AT TIME OF REGISTRATION

In consideration of_____ (print minor's name) ("Minor") being permitted by Cycle Oregon Inc. and the Cycle Oregon Foundation to participate in Cycle Oregon Events, **I _____(print parent, legal or natural guardian's name) further agree to release, indemnify and hold harmless Cycle Oregon Inc. and the Cycle Oregon Foundation, (including but not limited to its agents, officers, directors, employees, members, volunteers and activity leaders) for, from and against any claims for property damage, injury or death, including those based upon negligence, regardless of the theory of recovery, which are brought by, or on behalf of Minor, and which may arise out Minor's participation in Cycle Oregon Events,** except those based upon intentional or reckless misconduct. Further, I represent that I have the legal authority to sign this Release of Liability and Assumption of Risk Agreement on behalf of Minor.

X_____ Date Signed _____
(PARENT/GUARDIAN SIGNATURE)

Print Name of
Parent/Guardian _____ Emergency Phone #(s)_____