

Bike the Rogue Bicycle Event Release and Waiver

I, the undersigned, a participant in the above-designated bicycle event, acknowledge and agree as follows:

1. **The Event.** I understand and acknowledge that this bicycling event is a field expedition, the nature and extent of which have been fully explained to me.
2. **Strenuous Activity.** I understand and acknowledge that the event requires some strenuous physical activity and endurance.
3. **Assumption of Risk.** I acknowledge that by participating in the event I am placing myself at risk and **I assume the entire risk of my engaging in this activity.**
4. **Physical Condition.** I certify that, to the best of my knowledge, I have no physical condition which will be aggravated by, or which will impair my ability to participate in this event. I further certify that, during the past thirty (30) days, I have not suffered any illness or taken any prescription medication, which could impair or put me at risk.
5. **Helmet Requirement.** I agree to wear an ANSI approved or equivalent bicycle helmet whenever riding a bicycle during the event, and I have been instructed about and understand the need for this requirement.
6. **Event Course and Conditions.** I understand and acknowledge that neither The Gold Beach Rotary, Gold Beach Bike Club, Gold Beach Brew and Art Fest, or Curry County Road Department nor any other person or institution associated with the promotion or sponsorship of the event, has examined, inspected or maintained the course to be followed during the event. I further understand and acknowledge that none of the above-named institutions, including their agents and employees, are responsible for the conditions which I may encounter, including, but not limited to, the condition of the road, the road shoulders, and/or the areas through which the event passes. I have not relied upon any representation that the route which I will follow is safe or in any way free of risk.
7. **Condition of Equipment.** I understand and acknowledge that the above-named institutions, including their agents and employees, have not inspected nor are they responsible for inspecting the bicycle(s) I shall use during the event or any of the other equipment I shall use. I further understand and acknowledge that I am solely responsible for the condition, maintenance and/or safety of all equipment used by me during this event.
8. **Security of Equipment.** I understand and acknowledge that I am solely responsible for the security of my bicycle(s) and other personal gear during the event, and that above-named institutions cannot be held responsible for the theft or loss of any personal gear during the event, including my bicycle(s).
9. **Medical Care.** I hereby authorize the above-named institutions, including their agents and employees, to provide access to medical care to me during the event as, in the opinion of such person or institution, may be necessary or appropriate. I understand and acknowledge that any such medical care provided to me will not be an admission of liability by said institutions and would not constitute a waiver of any of the terms of this agreement.
10. **Insurance.** I understand and acknowledge that the above-named institutions do not maintain medical insurance for myself or any other participant in this event. I agree to maintain adequate insurance for any medical injury which may be suffered by me as a result of my participation in this event.
11. **Release of Liability.** I understand and acknowledge that participation in this event could result in my or another's death, serious bodily injury and/or property damage and I agree to

fully assume all such risks and to release the above-named institutions from any liability related to my participation in this event, except to the extent such liability is caused by the negligence of said institutions or their agents.

12. Indemnification. In the event that any of the above-named institutions, including their agents and employees, is made a party to a legal action arising out of the event, I agree to indemnify fully said institutions, agents and employees for all damages, costs, expenses, attorney's fees, liability or claims expended or incurred relating to such an action, if such liability results from my wrongful act or negligence.

13. Dispute Resolution. I agree to attempt to resolve any dispute as to the interpretation or enforcement of any part of this agreement or otherwise arising out of the event first by mediation and then by arbitration. Any mediation or arbitration shall be brought in Curry County, Oregon and governed by the rules in use at that time by the State of Oregon.

14. Permission to Use Likeness. I hereby grant permission to all of the above-named institutions to use any and all photographs, video reproductions or other likeness of me participating in the event without obligation or liability to me.

15. Most broad waiver of liability applies. In the event that inconsistencies exist between this document and any other document(s) which is intended to act as a release, waiver of liability, and/or indemnity agreement, the provisions containing the broader form of release, waiver or indemnity language shall apply.

16. Agreement binding on myself and others. I hereby acknowledge and understand that this agreement is forever binding upon myself, my heirs and my assigns.

Signature of Participant

Date

Typed/Printed name of Participant