

# Gorge Pedal Ride

## RELEASE AND WAIVER OF LIABILITY

For consideration of participation in the Gorge Pedal Ride event to be held on July 20<sup>th</sup>, 2019, I waive and release Gorge Pedal and A. J. Zelada, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, all city and state governments, assigns, all sponsors, their representatives and successors and other persons (collectively, the "Releasees"), from any and all claims, liabilities, or causes of action arising out of an injury to me (or my child) and from any and all claims, liabilities, or cause of actions arising from my (or my child's) participation or attendance in this event.

### Inherent and Potential Risks

I understand that Gorge Pedal Ride involves strenuous physical activity associated with bicycling long distances. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in Gorge Pedal Ride relating to the risk of strenuous physical activity, collisions with other riders, or falling off of my bicycle. I acknowledge that the Historic Columbia River Highway is an active two lane road. I acknowledge that I (or my child) may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume all risks from contact with other participants and volunteers, negligent or wanton acts of other participants and volunteers, any defects of conditions of road surfaces (including uneven or wet road surfaces or gravel on the road surface), failure of cyclists, vehicles, and non-participants to observe traffic signals or laws, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity.

**I agree to follow all the Bicycling rules of the road according to Oregon laws.** Rules and Regulations can be found at a DMV facility or on the Internet at <http://www.oregon.gov/ODOT/Programs/TDD%20Documents/Oregon-Bicyclist-Manual.pdf>.

I acknowledge that my participation in Gorge Pedal Ride will involve time off of my bicycle where I am still attending the Gorge Pedal Ride event. I assume all risk for any and all activities in addition to cycling that I (or my child) engage in throughout the entirety of the Gorge Pedal Ride event, including my (or my child's) safety from the beginning of Gorge Pedal Ride to the conclusion of the event.

I agree to dress myself (or my child) appropriately as to mitigate risk of physical injury to myself (or my child) including, but not limited to: wearing shoes appropriate for cycling involved in Gorge Pedal Ride; and dressing in conjunction with the weather. I understand that wearing a helmet that satisfies Consumer Product Safety Commission ("CPSC") standards is a requirement to participate in Gorge Pedal Ride. **I agree to wear a helmet that satisfies CPSC standards for the entirety of my participation in Gorge Pedal Ride.**

I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during, or after Gorge Pedal Ride.

## Medical Evaluation

I attest that I (or my child) am medically and physically able to participate in Gorge Pedal Ride. If I experience any doubt as to my (or my child's) ability to successfully and safely participate in and/or complete Gorge Pedal Ride, I take full responsibility for consulting a physician. I attest that, if I (or my child) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my child) should have or did consult a physician prior to participating in Gorge Pedal Ride.

I consent to emergency medical care and transportation in the event of injury to me (or my child) as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligent emergency rescue operations.

## Voluntary Participation

I am fully aware of the risks connected with participation in Gorge Pedal Ride, whether specifically listed in this Release or not, and I voluntarily elect to participate in Gorge Pedal Ride knowing that this participation involves these risks.

## Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue

In consideration for being permitted to participate in Gorge Pedal Ride, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me (or my child), or any loss or damage to property owned by me (or my child), as a result of participating in Gorge Pedal Ride.

TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my child), or to any property belonging to me (or my child), while participating in Gorge Pedal Ride including, but not limited to, any claim that the act or omission complained of was in whole or in part by the negligence or carelessness of the Releasees.

## Acknowledgment and Compliance with Rules

I agree to observe all rules and safety procedures that accompany Gorge Pedal Ride and to abide by any decision of an event official relative to my (or my child's) ability to safely participate in the event. I agree to exhibit appropriate behavior at all times and to obey all laws. GORGE PEDAL and event officials may dismiss me (or my child), without refund, should my (or my child's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

## Severability

I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

## Photography Release

I hereby grant full permission to Gorge Pedal videographers and photographers to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in this event, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the corporate objectives of Gorge Pedal. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of Gorge Pedal Ride I may take or capture to Gorge Pedal.

I accept the above waivers and disclaimers.  
Electronic Signature

**By entering my name, I hereby give the electronic equivalent of my signature and I confirm that I have read and agree (on my own behalf and on behalf of my minor child(ren) or ward(s), if applicable), to the registration terms, privacy policy and terms of use. If I am registering any children under the age of eighteen or legally incapacitated adults, I represent and warrant that I am their parent or legal guardian.**

\_\_\_\_\_  
Rider Name Printed     Child

\_\_\_\_\_  
Name Signature     Guardian/Parent

\_\_\_\_\_  
Date