

## **Mountain Bike Oregon, LLC**

### **Waiver and Release of Liability, Defense, Indemnity, and Hold Harmless**

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#### **COVID-19 Policy, Directives, Waiver and Release of Liability, Defense, Indemnity, and Hold Harmless**

Regarding your intent to register for and attend a Mountain Bike Oregon (“MBO”) bike gathering and/or ride event (“the event” or “events”):

**This Waiver and Release of Liability / Defense, Indemnity, and Hold Harmless Agreement (the “Agreement”) affects your legal rights. Please read this in its entirety, and seek legal counsel about its effect on your legal rights if you deem necessary.**

A Waiver and Release of Liability / Defense, Indemnity, and Hold Harmless Agreement is required for all persons participating in or attending the event (“Participants”), whether the Participant will be riding a bike (“Rider” or “Riders”), attending the event(s) as a non-Rider, or as a Volunteer or Volunteer Guide for the event. As used throughout this Agreement, “Participant” or “Participants” include Riders, non-Rider attendees, and Volunteers/Volunteer Guides. While we hope for your registration in the event, you acknowledge that there are countless bike trails and camping opportunities near the event, and bike shuttle services near the event, and therefore you may engage in the same or similar activities outside of this event, during the dates of this event or on most any other dates throughout the year.

Throughout this agreement, “Released Parties” shall mean MBO, Oregon Rides & Events, LLC and their owners, partners, employees, directors, officers, agents, volunteers, guides, affiliates, event site/trail land owners, and related entities.

#### **Application / Registration:**

Participants shall follow these rules and agree to be bound by the terms and conditions of this Agreement. If any part of this Agreement is or becomes illegal or invalid, then the parties intend that the remainder of this Agreement shall not be affected.

The event shall take place “rain or shine,” and no refund will be offered due to inclement weather. While we will try to hold to any posted schedule, MBO may change the time of any event, or details regarding the event, for whatever reason MBO deems necessary.

During ride and non-ride events, and at all times during the overall event, Participants must conduct themselves in a reasonable and safe manner in relation to themselves and their own safety, and in relation to other participants. While MBO does not accept responsibility for any Participant’s actions, or any Participant’s safety, in the sole discretion of MBO, a Participant’s right to admission and/or participation in the event, or in any particular event, may be revoked, without refund.

#### **Risks to Bike Riders; Assumption & Acceptance of Risk**

All Riders acknowledge that bicycling – whether on an off-road trail or otherwise – poses an inherent risk of crash, and of injury, and all Riders accept sole responsibility for any crashes or injuries, and for their overall safety. All Riders acknowledge that bicycling, and particularly off-road trail riding, requires

a minimum baseline of fitness, skill and proficiency, and that off-road trail riding may not be appropriate for first time or novice riders, or those with an insufficient fitness or skill level for any particular trail, or a particular segment of a trail. Some off-road trails may require intermediate skills, advanced skills, or even expert skills.

Regardless of skill level, crashes and injuries are an inherent part of biking, and particularly of off-road trail biking. You agree to assume all risks regarding your participation in MBO rides or events.

**KNOW THAT ALL MBO SCHEDULED RIDES REQUIRE – AT LEAST – INTERMEDIATE LEVEL MOUNTAIN BIKE SKILLS AND FITNESS.** Novice riders **SHOULD NOT** ride the MBO scheduled rides, and should seek other available options within their skill and fitness level.

All Riders acknowledge they are solely responsible for determining whether they are qualified to ride any particular trail, or a particular segment of a trail. If in doubt, Riders should dismount their bikes and walk / bike-hike their bikes until they are confident their skill level is appropriate for the trail or trail segment.

All Riders acknowledge that, regarding off-road bike trails, they will be riding on unpaved and extremely uneven, rough trails which do not have guard or safety railings, likely have not been professionally designed, engineered, or maintained, and which may not have not been designed, engineered, or maintained as bike trails / may be multi-use bike and/or hiking and/or horse-riding trails, and that by their very nature, may have sharp turns, blind turns, switchbacks, loose gravel or other loose surfaces, sudden obstacles such as rocks, trees, branches, streams, or drop offs, and by their very nature may result in bicycle crashes, including but not limited to collisions with trees, rocks, the ground, rocky ground, other objects – including bikers, hikers on-trail, possible loss of control of the bicycle in any number of ways, going off trail, going off trail and downhill, or countless other potential hazards and possibilities that could result in crashes and injury. All Riders acknowledge that bike trails are typically unmarked as to the route, upcoming terrain changes or obstacles, nor are they marked as to the required skill level for any particular trail or segment of trail. All Riders accept these realities, and each Rider is solely responsible for riding within their own limits regarding skill, speed, terrain, use of helmets and/or padding or armor, fitness, and all other aspects of their riding.

All Riders agree not to leave designated and obvious trails, and not to go off-trail. All Riders agree to avoid – commensurate for the Rider - reckless and excessive speed or maneuvers, and particularly to avoid reckless and excessive speed or maneuvers around other riders, and around hikers that may be on-trail.

MBO trail ride events are not “races,” and all Riders are required to adhere to common etiquette and bike courtesy, and to operate safely around other Riders or persons.

All Riders accept these responsibilities, and agree they are solely responsible for their safety, the safety of Riders who are minors in their charge, and for any injuries sustained to them, minors in their charge, or to other Riders, or to hikers on-trail, caused by the Rider’s actions.

#### **Helmets and Armor/Padding – Control.**

MBO strongly recommends all riders wear a bike helmet that is not less than one year old (older helmets become brittle and less effective), wear appropriate body armor or padding, ride within their limits of speed and control, and always ride within their group – not straying off and riding alone.

Riders are encouraged to aide other riders and act in the spirit of support and comradery that MBO events aim to foster.

### **Health Insurance – Have It !**

Because crashes and injuries are an inherent part of biking, and particularly of off-road trail biking, it is strongly recommended that all riders have adequate health insurance when participating in the MBO event. MBO registration and participation does not provide you any medical, health or accident insurance, and medical costs or related costs to you shall not be the responsibility of MBO under any circumstances.

### **Research the Trails before You Sign On to a Ride** **MBO Volunteer Guides**

MBO staff are available at the on-site sign up table, and can assist in learning of the difficulty of any particular trail, and the general trail features of a trail. You may also learn more about any particular trail and its features through publicly available resources such as the Trailforks app, the MTB Project app, other apps, books, and other resources. **It is your sole responsibility to determine whether a particular trail is appropriate for your fitness or skill level, and to assess in the moment whether any particular trail segment is appropriate for you to ride considering your fitness or skill level. If in doubt, err on the side of caution; dismount your bike and walk / hike-bike any trail segment, or the entire trial, if you feel your fitness or skill level are not sufficient for that trail or trail segment.**

Each MBO Shuttle ride has several Volunteer Guides to assist Riders. These Guides are volunteers to the event and the ride, are not paid or employees of MBO. These Guides are also not the chaperones or caretakers of Riders. Volunteer Guides are present to help, and Riders should advise Guides of a problem, concern, injury, or inability to complete a ride. Guides will attempt to assist Riders to the extent possible. But Riders are responsible for their own conduct, safety, and decisions in riding any trail, or riding any particular segment of any trail. If in doubt, Riders should dismount their bike and walk / hike-bike until they reach trail terrain within their comfort and skill level.

Participants agree MBO is not responsible for the actions or inactions of Volunteer Guides, and Participants agree to hold Volunteer Guides harmless, and to waive any possible claims against Volunteer guides for any alleged actions or inactions.

### **On Site Vendors and Gear Companies**

Participants agree MBO is not responsible for the actions or inactions of vendors or mountain bike gear company(s) present at MBO. All transactions between Participants and vendors/Gear Company(s) are transactions separate and independent from MBO, have no privity of contract involving MBO, and this Agreement shall apply regarding any claim by Participant against MBO stemming from any transaction between Participant and vendors/Gear Company(s), including but not limited to vendors/Gear Companies selling or giving food or beverages to Participant, repair of any bicycle by vendor/Gear Companies, or the sale, loan or “demo loan” of any part, bike component, or a whole bicycle to Participant by vendor/Gear Company(s).

### **Bicycle Shuttle / Transport – Bike Damage**

MBO rides include the shuttling of bicycles from the MBO main event site to various ride trailheads. Bikes are shuttled by (1) placing numerous bikes in a U-Haul type truck using blankets as separators between bikes; and/or (2) placing bikes into rooftop or front or rear mount bike racks. The people handling bikes attempt to handle the bikes with care and to avoid damage to bikes, but due to the

number of bikes handled, the number of bikes being transported, the rough roads traveled to reach trailheads, it is possible a bike may sustain damage in the shuttling process. Such damage may be cosmetic only, minor, or significant. You agree to hold MBO and those handling the bikes during the shuttle process harmless from any claims for property damage, and to defend and indemnify them from any claims.

If you are concerned about minor or cosmetic damage to your bike you may want to consider “frame wrap” products such as InvisiFRAME (<https://www.invisiframe.co.uk/>), Ride Wraps (<https://www.ridewrap.ca/products/>), Module (<https://www.modulebike.com/category-s/106.htm>), Cameleonskin.com (<https://www.chameleonskin.bike>), or the like. See the following article for more info and products: <https://www.pinkbike.com/news/review-7-films-and-tapes-to-keep-your-bike-shiny-and-new.html>

### **COVID-19 Policy, Directives, Waiver and Release of Liability, Defense, Indemnity, and Hold Harmless**

Participant understands the hazards of the novel coronavirus (“COVID-19”) and is familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. Participant acknowledges and understands that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and Participant accepts full responsibility for familiarizing themselves with the most recent updates.

MBO strongly recommends Participants get an approved COVID-19 vaccination and/or booster, consistent with the latest CDC guidance and recommendations, prior to the MBO event.

Without limiting Participant’s assumption of the general risks described above, Participant specifically understands and acknowledges the following with regard to the novel coronavirus, COVID-19:

1. COVID-19 has been declared a worldwide pandemic by the World Health Organization;
2. COVID-19 is an infectious virus that is extremely contagious and spreads easily through person-to person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air;
3. Those infected with COVID-19 may show no symptoms and still spread the disease, including through interpersonal communications and sharing spaces with others;
4. COVID-19 can cause serious and potentially life-threatening illness and even death.
5. Based on guidance from public health authorities, Mountain Bike Oregon, LLC has issued, and the Released Parties are implementing, regulations and protocols to be followed by those who attend the event held by the Released Parties, and these include but are not necessarily limited to: maintaining a safe personal distance of at least six feet between other people, wearing face coverings when this distance cannot be maintained, and frequently washing hands and surfaces;
6. Released Parties in no way warrant that the foregoing regulations and protocols or any other protective measures prescribed as a condition to my engaging in Activity will completely prevent exposure to the COVID-19 virus;
7. Participation in MBO, MBO activities or Rides, or accessing the property or facilities owned or managed by Released Parties could increase my risk of contracting COVID-19.
8. Participant agrees to follow all event regulations and protocols and all public health and safety guidelines, fully recognizing that Released Parties cannot protect Participant from becoming exposed to, contracting, or spreading COVID-19 while participating in an MBO event.

9. Notwithstanding the foregoing, Participant hereby chooses to accept, and freely and voluntarily assumes, the risk of being exposed to, contracting and/or spreading COVID-19 in order to participate in the Activity.
10. Notwithstanding the risks associated with COVID-19, which Participant readily acknowledges, Participant hereby willingly chooses to participate in MBO activities or Rides.
11. Participant acknowledges and fully assumes the risk of illness or death related to COVID-19 arising from being on the premises and participating in MBO activities or Rides.

**Assumption of Risk, Release, Waiver, Indemnity, and Hold Harmless**

Participant/Rider hereby freely and expressly assumes any and all risk of property damage, injury, sickness, illness, and death associated with the event and/or riding and/or COVID-19.

In consideration for event access and the use of any event related area facilities, premises, MBO rides, and the corresponding trails, Participant/Rider hereby agrees to waive, release from liability, hold harmless, defend and indemnify (including costs and attorney's fees) MBO and its owners, partners, employees, directors, officers, agents, guides, volunteers, affiliates, event site/trail land owners, and related entities (Released Parties) from any and all claims, whether for personal injury or property damage, by or on behalf of Participant and/or Rider arising directly or indirectly out of Participant's/Rider's registration, attendance, and/or use of the event area, event area facilities and premises related to the event, shuttles or MBO rides, biking trails, including but not limited to biking, MBO scheduled rides, or other bike rides or bike riding, and/or exposure to COVID-19.

Participant/Rider also agrees to waive, release from liability, hold harmless, defend and indemnify (including costs and attorney's fees) MBO and its owners, partners, employees, directors, officers, agents, guides, volunteers, affiliates, event site/trail land owners, and related entities from any claim, whether for personal injury or property damage, brought on behalf of a minor in Participant/Riders charge.

This release is effective on the date Participant/Rider signs the registration.

All Participant(s) named on this application must read and sign the application, and participants under 18 require the signature of an authorized parent or legal guardian before their registration will be accepted.

**PHOTO RELEASE**

MBO may have still and/or video cameras, videographers and photographers at the event. In exchange for being able to attend the event grant to MBO the irrevocable and unrestricted right to use and publish video/photographs of me, or in which I may be included, for editorial, trade, advertising, and any other commercial or other purpose and in any manner and medium; and to alter and composite the same without restriction and without my inspection or approval. I hereby release MBO from all claims and liability relating to said video/photographs.

All participants named on this application must read and sign the application. Participants under 18 require the signature of an authorized parent or legal guardian (please refer to indemnification language in contract).

### **Mini Bike Race**

If you will or may be participating in the Mini Bike Race @ Mountain Bike Oregon or have a minor child that you want to participate, please assure you read and agree to the following;

I and/or my child (collectively "I," "me," or "my") understand and acknowledge that I have voluntarily chosen to participate in / allowed my minor child to participate in the Mountain Bike Oregon ("MBO") Mini Bike Race, which consists of riding very small bicycles in a short race against other riders. I understand that there are alternatives to participating in this event, and that I could engage in a similar activity on my own or with others, independent of the MBO event.

I understand that there are inherent risks of personal injury or death by participating in this event, including but not limited to falling off the bike onto hard surfaces, crashing into objects or other riders, having other riders crash into me/my child, or other risks not specified, and I accept those risks for myself and/or my child, and I desire to participate, or desire for my child to participate, in the Mini Bike Race despite the risk of injury or even death. I understand the race is intended to be comedic, and I accept that I/my child may be laughed at or be part of the comedic aspect of the event.

**Assumption of Risk:** Despite the risks involved in the Mini Bike Race and as consideration for being allowed to participate in the Mini Bike Race, **I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH** that might be associated with my / my child's participation in the event.

**Agreement Never to Sue / Release from Liability: I AGREE NEVER TO SUE AND I AGREE TO RELEASE FROM LIABILITY** MBO and Gravity Cartel regarding any damage, injury or death to me/my child arising from participation in the Mini Bike Race regardless of cause, including the **ALLEGED NEGLIGENCE** of MBO, including claims of negligent instruction or lack thereof, with the exception of claims that cannot be released under applicable law. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, and my heirs from filing a lawsuit or making any claim for damages in the event of injury or death, or for any other reason, arising from my participation in the Mini Bike Race.

**Indemnity:** If I, my child, my heirs, my estate, or my legal representative files a claim or a lawsuit arising out of my participation in the Mini Bike Race, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** MBO for any and all damages, attorneys fees, and costs arising out of such a claim or a lawsuit.

**Permission to use name and likeness:** I hereby authorize MBO permission to use my name and likeness in photos/video/written descriptions of the Mini Bike Race, for advertising and promotional purposes.

**I have read and accept the MBO Waiver and Release from Liability, Defense, Indemnity, and Hold Harmless and COVID-19 related terms and conditions.**

_____	_____	_____
<b>Print name of Participant</b>	<b>Signature of Participant</b>	<b>Date</b>

**\*If participant is a minor:**

_____	_____	_____
<b>Print name of Parent/ Guardian</b>	<b>Signature of Parent or Guardian</b>	<b>Date</b>