

City of Pendleton Parks Department

ACCIDENT WAIVER AND RELEASE OF LIABILITY

I acknowledge that this athletic event may test a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained to be a participant in the event and have not been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) Waive, Release and Discharge the City of Pendleton and the Pendleton On Wheels Bicycling Club, their directors, officers, employees, volunteers, agents, event holders, event promoters, event sponsors, event volunteers, event permit grantors, event property owners, and event participants, from any and all liability for my death, disability, personal injury, property damage, property theft, lost income, or any other losses, costs or actions of any kind which hereafter may accrue to me by virtue of my training for this event, my participation in this event or my travel to or from this event;

(B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and or illness during this event. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and or assigns.

IMPORTANT: the City of Pendleton and the Pendleton On Wheels Bicycling Club do not provide insurance coverage for injuries that occur at the race. The costs related to those injuries are the responsibility of the individual participant.

I understand that I assume responsibility for the mechanical soundness of the bicycle and its parts, including but not limited to tires, gears, chain and bolts. I have examined or will examine the bicycle and certify that it is properly assembled and fit to ride. I accept responsibility for damaged or lost equipment.

The AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby certify that I have read this document; and, I understand its content.

Event _____ Dates(s) _____

Name (print) _____

Street _____

City _____ State _____ Zip _____

Phone (home) _____ Phone (work) _____

Email: _____

Who to notify in case of emergency: _____

Phone: _____

Signature of entrant: _____

PARENT GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Signature of parent or guardian _____

Print name _____