

## **Takelma Gravel Grind 2019 Bike Event Release and Waiver**

*The Cow Creek Band of Umpqua Tribe of Indians and Seven Feathers Casino Resort reminds our riders that participating in a bicycling event is not without risk. The same elements that contribute to the unique and exhilarating character of a riding adventure, such as harsh weather, unexpected sights or obstacles, unique terrain, and pushing the limit of one's physical endurance, can cause loss or damage to equipment, accidental injury, illness, or in extreme cases death. Be assured we don't want to frighten you or reduce your enthusiasm for the experience but we do think it is important for you to know in advance what to expect and be informed of the various possibilities.*

### **RELEASE & WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

*This form must be signed by each rider (and parent or guardian for riders under 18) before the ride begins. No rider may participate without a completed form.*

I acknowledge that this event is an extreme test of 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 and experience of other riders, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, tour officials, and tour monitors, and/or producers of the tour, and lack of hydration. These risks are not only inherent to riders, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this tour.

In signing this release, I acknowledge that I understand its intent, and I for myself, my heirs, executors, administrators and representatives, do hereby agree and will absolve and hold harmless the Seven Feathers Casino Resort, the Cow Creek Band of Umpqua Tribe of Indians, the event sponsors, cooperating organizations and any other parties connected with this event in anyway together with their respective successors and assigns (the "Sponsors") singularly and collectively, from and against any blame and liability for any injury, harm, loss, inconvenience or any other damage of any kind whatsoever, which may result from or be connected in any way to my participation in the Bike Event.

I agree that I will not sue or make a claim against the released parties as a result of my participation. I agree to indemnify and hold harmless the released parties from all claims, judgments, and costs including attorney's fees incurred in connection with any action brought as a result of my participation.

I am physically capable of participating in the Takelma Gravel Grind, have sufficiently trained for participation in this event, and have not been advised otherwise by a qualified medical person. I acknowledge that I, and I alone, am solely responsible for my personal health and safety, and the personal property I bring with me and that the equipment I will use is in proper working order. I will read the event description and the rules of participation in the event and I will abide by all rules and regulations established by event organizers and personnel. I agree to wear an ANSI approved helmet, adhere to all other event rules, and conduct myself in a safe and prudent manner while participating in the event.

I consent to and permit emergency medical treatment in the event of illness or injury, including transportation to a medical facility, and will be responsible for any and all related costs.

I give permission to Seven Feathers Casino Resort for the use of my name and any photographs, videotapes, motion pictures, recordings, personal quotes, or any other record of my participating in Takelma Gravel grind June 29, 2019 for any publicity and/or promotional purposes without obligation or liability to me.

**This is an Important Legal Document Please Read Carefully Prior to Signing Below**

*Please initial.*

\_\_\_\_\_ I have reviewed the event safety information and will follow the rules of the event.

\_\_\_\_\_ I will wear a helmet.

\_\_\_\_\_ I will not drink alcohol or take drugs that could impair my ability to ride safely.

\_\_\_\_\_ If I decide to leave the route, I am technically off the ride for that day and on my own in regard to support and safety.

**I have read this waiver and release and understand its significance.**

Rider's signature \_\_\_\_\_ Date \_\_\_\_\_

Rider's name (*please print*) \_\_\_\_\_ Age \_\_\_\_\_ Cell Phone \_\_\_\_\_

**Emergency Contact**

Name (*please print*) \_\_\_\_\_ Relationship to rider \_\_\_\_\_

Phone number during event \_\_\_\_\_

**Participants under 18 years of age must have a parent or guardian signature below:**

As a parent/guardian, I have read the waiver and release form above. I understand and agree to its waiver and release provisions, consent to the emergency medical treatment and will be responsible for any and all costs. I have discussed with the rider the requirements to observe all traffic laws, to wear a helmet and adhere to all other event rules and to act in a safe and prudent manner. I concur with representations made by the rider about physical capabilities and working order of equipment and agree you may use his/her name and photograph. I understand that an adult must accompany all participants under the age of 18 at all times.

Signature of legal parent/guardian if participant is under 18 years of age: \_\_\_\_\_