

Takelma Gravel Grinder 2020 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 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 any way 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. Additionally, this event is sponsored by a tribal nation which fully claims its inherent right to sovereign immunity.

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 Grinder, 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 Grinder on June 27, 2020, 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: _____

COVID-19 Pandemic Service Consent Form

I, _____, knowingly and willingly consent to have services performed on MYSELF during the COVID-19 pandemic.

I understand that the COVID-19 virus has a long incubation period during which carriers of the virus may not show symptoms and still be highly contagious. It is impossible to determine who has it and who does not, given the current limits on virus testing. _____ (Initial)

I confirm that I am not presenting with any of the following symptoms of COVID-19 listed below: _____ (Initial)

- Fever
- Shortness of breath
- Loss of sense of taste or smell
- Dry cough
- Runny Nose
- Sore Throat

To prevent the spread of the COVID-19 virus, and to ensure that I protect others, I will adhere to state guidelines while participating in the Gravel Grinder ride. _____ (Initial)

I understand that air travel significantly increases my risk of contracting and transmitting COVID-19. I also understand the CDC, OSHA, and the Oregon Board of Cosmetology recommended social distancing guidelines of at least 6 feet and that, that distance will not be able to be met between myself and other riders during the ride. I will, however, keep the recommended distance from others while participating, to the best of my ability. _____ (Initial)

- I verify that I have not traveled outside of the United States in the past 14 days to countries that have been affected by COVID-19 _____ (Initial)
- I verify that I have not traveled domestically within the United States by commercial airline, bus, or train within the past 14 days. _____ (initial)

Signature _____

Date _____