



BRNW 2024 TOURS

PARTICIPANT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT

BICYCLE RIDES NORTHWEST, INC. and all officers, directors, shareholders, employees, volunteers and agents (collectively referred to as “BRNW” hereafter) would like to remind our riders that bicycling by nature is not without risk. The same elements that contribute to the unique character of a riding adventure, such as living out-of-doors, hiking to off-road attractions, and exposing one’s self to the natural elements, 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’s important for you to know in advance what to expect and be informed of the various possibilities.

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT

I acknowledge that this tour 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 of participants, equipment, vehicular traffic, actions of other people including but not limited to participants, crew members and volunteers, spectators, tour officials and/or producers of the tour, and lack of hydration. These risks are not only inherent to riders, but are also present for crew members and volunteers. I hereby assume all the risks of participating and/or working on this tour. 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 for participation in a 2024 BRNW event, and have not been advised otherwise by a qualified medical person.

I release and discharge BRNW and all associated parties with any connection whatsoever to this tour, including but not limited to U.S. Forest Service, Bureau of Land Management, State of California, State of Washington, any national, state or county parks departments, any state, county or local municipalities as well as school districts, churches, clubs, organizations, campgrounds, transportation and cartage companies, and all officers, employees and volunteers for these respective entities from all liability, claims or cause of action that I may have for injuries or damages arising out of my participation in this tour, including losses caused by negligence of the released parties.

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 understand that there may be dangerous situations and conditions caused by inexperienced riders, road and traffic conditions, and rider and equipment errors, and I nevertheless expressly and voluntarily assume all risks of death or injury sustained while participating, whether or not caused by negligence of the release parties.

I agree to wear an ANSI-approved bicycle helmet while participating in the BRNW tour. I also agree to ride safely and lawfully, following the traffic laws of the state I am riding in.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this tour.

I give permission to BRNW for the use of my name and any photographs, videotapes, motion pictures, recordings, survey responses, or any other record of my participating in a 2024 BRNW tour for any publicity and/or promotional purposes without obligation or liability to me.

I acknowledge that alcohol is served at overnight camp sites. Participants are not allowed to take alcohol off the site premises, and no one under the legal drinking age in the state we are in is allowed to consume alcohol. I understand that BRNW crew members have the right to stop me from taking more alcohol if they deem it would constitute overserving me.

BRNW's staff, crew, vendors and riders respect and honor differences between people. We welcome everyone to our events and sites, and we will not tolerate discrimination or negative behavior of any kind directed toward others based on race, gender, age, religion, identity or ability. I understand that such negative behaviors can result in exclusion from the event.

This release and any and all claims made by me directly or indirectly, as a result of my participation in the tour, shall be governed by the laws of the State of Oregon.

The Release & Waiver of Liability, Assumption of Risk and Hold Harmless Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I make this agreement on behalf of myself, my heirs, successors, executors, estate and dependents. In witness hereof I have read, understood and executed this Release & Waiver of Liability and Hold Harmless Agreement.

Signature of Participant Name (please print) Date

If under 18, Parent or Guardian must sign Age, if under 18