



In consideration of participation in Hood River Mountain Bike Adventures LLC's ("HRMBA") activities and use of related transportation, equipment, premises, and/or facilities, the Undersigned:

1. Agrees to release, indemnify, hold harmless, and not sue Hood River Mountain Bike Adventures LLC, its owners, operators, managers, employees, volunteers, agents, affiliates, independent contractors, landowners, and lessors of premises used ("Released Parties") from any and all claims or causes of action for any liability or loss of any nature, including PERSONAL INJURY, DEATH, and PROPERTY DAMAGE, which the Undersigned and/or Minor(s) named below ("Participant's") may suffer or for which he or she may be liable to others.
2. Agrees this release and indemnification applies to any activities arising out of or in any way connected with Participant's participation in HRMBA activities.
3. Agrees this release and indemnity agreement applies to all claims based upon negligence and any other theory of recovery, except claims based upon willful or intentional misconduct.
4. Agrees if any part of this agreement is determined to be unenforceable for any reason or in any situation, all other terms and conditions shall remain in effect, and it is intended that they remain enforceable.
5. Agrees that this release and indemnity agreement shall be effective for participation in any and all HRMBA activities and use of related transportation, equipment, premises, and/or facilities.
6. Agrees and authorizes HRMBA to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. Undersigned agrees to pay all costs associated with such medical care and related transportation.
7. Agrees that all disputes between the Undersigned and/or the Minors named below and any other persons released from liability arising from Participant's participation in HRMBA activities, will be governed by the laws of the state of Oregon and the exclusive jurisdiction thereof shall be in the state courts of the state of Oregon, and the venue for these disputes shall be in Hood River County, Oregon.
8. Agrees that this agreement shall be effective and binding upon Participant's heirs, next of kin, executors, administrators, assigns, and representatives.
9. Agrees that violation of any of the terms and conditions set forth herein entitles HRMBA to withdraw Participant's privilege to participate in a HRMBA activity.
10. In entering this Agreement, I am not relying on any oral or written representations made by the Released Parties regarding the safety of HRMBA activities, other than what is set forth in this Agreement.

PARTICIPANT'S ASSUMPTION OF RISK. The Undersigned acknowledges and understands that taking part in a HRMBA activities can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH, and agrees that:

1. HRMBA activities are inherently dangerous and Participant fully realizes the dangers of participating in the activities, and accepts and assumes the inherent risks of HRMBA activities. The risks and dangers of HRMBA activities include, but are not limited to: equipment failure; equipment defects; improper use of equipment; existing and changing trail conditions; rocks of various sizes; rugged mountainous terrain; collisions with natural or man-made objects/structures; collisions with other individuals and/or animals; varying slopes; uneven and/or slippery trail conditions; varying weather and surface conditions; variations in terrain; bumps; stumps; creeks and gullies; cliffs; forest growth; trees; loose dirt and gravel; wet surfaces; holes and potholes; timber; debris; other bikes or vehicles; weather; limited access to medical attention; inadequacy of medical attention; terrain features; jumps; berms; table tops; ridges; and a Participant's failure to participate within their own ability.
2. THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN HRMBA ACTIVITIES MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF HRMBA. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUMES ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

HELMET REQUIREMENT. The Undersigned acknowledges, understands, and agrees:

1. Wearing a helmet is a required condition of participation in HRMBA activities.
2. A helmet IS IN NO WAY A GUARANTEE OF SAFETY and that no helmet can protect the wearer against all foreseeable impacts to the head, and that a HRMBA activity can expose the wearer to forces that exceed the limits of protection provided by a helmet. The helmet does not guard against injury to the neck, spine, or any other part of the body, and that these limitations are INHERENT RISKS of HRMBA activities.

USE OF HRMBA EQUIPMENT. The Undersigned acknowledges, understands, and agrees that:

1. HRMBA equipment is provided "AS IS" with no representations or warranties, express or implied.
2. They have had the full and fair opportunity to completely inspect the equipment.
3. That the person listed on this form will be the only person using the equipment.
4. If the Undersigned feels the equipment is not in proper working order and/or is not functioning properly, Participant will stop using it immediately and return it for inspection, possible repair, adjustment and/or replacement.
5. The Undersigned accepts full responsibility for the care of the equipment during the rental period and will be responsible for the return, replacement, and/or repair at full retail value as determined by HRMBA. If the equipment is not returned at the agreed upon date and time, the Undersigned shall be held responsible for late fees.
6. HRMBA is authorized and shall have the right to charge the Undersigned's credit card for repair and/or replacement cost and for late fees at the full value of any additional time and/or days.

LIKENESS RELEASE. Undersigned agrees and authorizes HRMBA, in its sole discretion, to use any photographs, audio, and/or video recordings of Participant taken during HRMBA activities for promotional purposes in any manner deemed appropriate by HRMBA, and hereby waives any and all claims related thereto, including, but limited to, any claim for compensation.

DUTIES OF HRMBA PARTICIPANTS. The following Duties of HRMBA Participants apply to all individuals participating in a HRMBA activity. As a Participant in HRMBA activities, your duties include but are not limited to the following:

1. Participant assumes the inherent risks of HRMBA activities, including but not limited to mountain biking.
2. Participant shall be the sole judge of the limits of his or her skills and ability to meet and overcome the inherent risks of HRMBA activities and shall maintain reasonable control of speed and course.
3. Participant shall abide by the directions and instructions of HRMBA staff.
4. Participant shall familiarize his or her self with information on location and degree of difficulty of trails to the extent reasonably possible before riding on any trail.
5. Participant if injured should, if reasonably possible, give immediate notice of the injury to the HRMBA instructor.
6. Participant shall always wear a helmet and other safety gear while participating in HRMBA activities.
7. Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations, and ordinances.
8. Participant is instructed to:
 - A. Carry the necessary supplies to be prepared for changing weather conditions.
 - B. Carry sufficient food and water to prevent hunger and/or dehydration.
 - C. Check helmet, safety gear, and equipment for cracks and damage, and make sure it is properly fitted before each activity.
 - D. Carefully inspect bicycle before each ride for cracks and damaged areas.
 - E. Ensure that bike brakes are working properly and that they have sufficient brake pads for the entire length of the ride.
 - F. Check that the wheels are properly fitted and tightened to the bike frame and fork.
 - G. Check that the handlebars, grips, stem, seat post, saddle, and headset are properly fitted and tightened.
 - H. Check that the tires are in good condition with no tears or cuts, and that they are properly inflated.
 - I. Ride open trails only. Respect all trail and road closures.
 - J. Stay in control of the bicycle. Ride within your limits and always stay in control of your bicycle. Know when to get off and walk if you feel uncomfortable or if the trail becomes too steep and/or technical.
 - K. Yield appropriately. Cyclists going downhill should yield to cyclists going uphill. Cyclists should yield to other trail users. Try to anticipate other trail users as you ride around corners. Do your best to warn other trail users of your presence.
 - L. Never approach or scare animals. Give animals enough room and time to adjust to you. Never approach animals unannounced and take special care with trail users on horseback or with cattle pastures.

➔ **Participant/Parent/Guardian Initials:** _____

I HAVE CAREFULLY READ THIS RELEASE AND INDEMNITY AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST. I UNDERSTAND THAT THIS AGREEMENT RELEASES THE RELEASED PARTIES FROM ALL LIABILITY AND WILL PREVENT THE UNDERSIGNED, PARTICIPANT(S), AND/OR THEIR RESPECTIVE ESTATES FROM RECOVERING ANY DAMAGES FROM RELEASED PARTIES IN THE EVENT OF DEATH OR INJURY TO PERSON OR PROPERTY. THE UNDERSIGNED, NONETHELESS, ENTERS INTO THIS AGREEMENT FREELY AND VOLUNTARILY AND AGREES IT IS BINDING.

➔ **FOR ALL PARTICIPANTS:**
Emergency Contact Name: _____
Emergency Contact Relationship to Participant: _____
Emergency Contact's Phone Number: _____

➔ **FOR PARTICIPANTS 18 YEARS OF AGE AND OLDER, AND PARENTS/LEGAL GUARDIANS OF MINOR PARTICIPANTS:**
First, Last Name: _____ Age: _____ Date of Birth: ____/____/____
Street Address: _____ City: _____ State: _____ Zip: _____
Phone Number: _____ Email: _____
How did you hear about HRMBA? _____

Signature: _____ Date: _____

FOR THOSE UNDER THE AGE OF 18: Parent or Legal Guardian must execute the Minor Release and Indemnity agreement below:

In consideration of participation in HRMBA activities and use of related transportation, equipment, premises, and/or facilities, by the Minor named below, the Undersigned agrees to instruct the minor Participant that prior to participating he or she should understand the risks associated with HRMBA activities as detailed above, and if Participant believes anything is unsafe, he or she should immediately advise HRMBA staff and refuse to participate. The Undersigned hereby agrees to release and indemnify the Related Parties in accordance with the terms and conditions detailed above.

➔ Minor's First, Last Name: _____
Age: _____ Date of Birth: ____/____/____
Street Address: _____
City: _____ State: _____ Zip: _____
Parent/Guardian First, Last Name: _____
Relationship to Minor: _____

PARENT/LEGAL GUARDIAN: I VERIFY THAT I AM THE PARENT/LEGAL GUARDIAN AND/OR HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ABOVE NAMED MINOR. I AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED AS A RESULT OF THE MINOR'S PARTICIPATION IN HRMBA ACTIVITIES AND USE OF ITS RELATED TRANSPORTATION, EQUIPMENT, PREMISES, AND/OR FACILITIES. I AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS HRMBA FROM ANY CLAIM BROUGHT BY, ON BEHALF OF, OR AS A RESULT OF THE MINOR.

Parent/Guardian Signature: _____ Date: _____