

## **Mt. Bike Brazil 2008**

### **RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

In consideration of being permitted to participate in the Mt. Bike Brazil in the year 2008, and any related events and activities (collectively the "Event"), the undersigned, for himself or herself, and his or her personal representatives, heirs, spouse, parents, siblings, and children, hereby acknowledges and agrees to the following:

1. I acknowledge and agree that traveling abroad, hiking, swimming, harvesting coffee, riding bicycles off-road, on roads and highways and my participation in this Event bears certain known and unknown risks which could result in injury, death, illness, disease, or damage to me, to my property, or to other parties. Risks include, but are not limited to those caused by terrain, facilities, temperature, weather, my physical condition, equipment, vehicular traffic, and actions of other people including participants, volunteers, spectators, event staff and/or the Released Parties (as defined below). I acknowledge that the Released Parties have made no representations or guaranties as to the safety of the Event to me, and that I **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, whether known or unknown.

2. I, for myself and on behalf of my heirs, assigns, and legal representatives, **VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS AND INDEMNIFY** Brazilian Connection, LLC (DBA Mt. Bike Brazil), other organizers, participants or volunteers in the Event, sponsors or advertisers of the Event, and if applicable, owners and lessors of premises used to conduct the Event, and all officers, agents, and employees of each of the foregoing persons or entities, all of whom shall collectively be referred to as the "Released Parties," from any and all liability, claims, demands, or actions for any injury or death to me, for injury to my property, or for which I may be liable to others, which are in any way connected with my participation in the Event. **I AGREE AND UNDERSTAND THAT THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT WILL EXTEND TO ALL CLAIMED WRONGFUL ACTS OF THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF OREGON, INCLUDING THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES.**

3. I hereby represent that I am physically capable of participating in this Event, that my bicycle and any other equipment I may use to participate in the Event is in good working condition, that I will observe all applicable traffic laws and Event rules, that I will wear a helmet, ride no more than two abreast, carry adequate drinking water, use appropriate hand signals when turning, be equipped with proper lighting if riding between sunset and sunrise, and generally conduct myself in a safe and prudent manner while participating in the Event. I acknowledge that I will be unsupported and not considered part of the Event should I deviate from the official course and hours of course operation, 6:30a.m. – 6:30 p.m., and accept responsibility for my safety and welfare should I deviate from the course and hours of operation. I acknowledge that I will have free time to peruse the towns, the farm villages and other areas of Brazil and accept responsibility for my safety and welfare. If I observe any unusual significant hazard during my

presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest representative of the organizer immediately.

4. I hereby consent to and permit emergency treatment in the event of injury or illness while participating in the Event. I further give permission to Brazilian Connection, LLC (DBA Mt.Bike Brazil), and its assigns and licensees, to use my name and any photographs taken of me during the Event in any promotional materials, events, or publications.

5. I represent that without the permission of the organizer of the Event I will not transfer my right to participate in the Event to any other party, or encourage any other party to participate in the Event, unless registered with the organizer, and will hold harmless and indemnify the Released Parties from any liability that may be imposed against such parties because this representation is found to be untrue.

**ALL DISPUTES BETWEEN MYSELF AND ANY RELEASED PARTY ARISING FROM MY PARTICIPATION IN THE EVENT 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 MULTNOMAH COUNTY, OREGON.**

**IF ANY PART OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON OR UNDER ANY CIRCUMSTANCE, IT IS INTENDED THAT ALL OTHER TERMS WILL BE ENFORCED IN ALL OTHER CIRCUMSTANCES.**

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, AND I INTEND MY SIGNATURE TO CONSITUTE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAWS OF THE STATE OF OREGON.**

X \_\_\_\_\_ Date  
(PARTICIPANT SIGNATURE)

Print Name \_\_\_\_\_

FOR PARTICIPANTS OF MINORITY AGE  
(UNDER AGE 18 AT TIME OF REGISTRATION)

The undersigned parent, or legal or natural guardian of a minor participant, for and on behalf of myself, the minor participant, and our heirs, assigns, and legal representatives, consent to the terms of the Release of Liability and Assumption of Risk Agreement set forth above. All references above to "I", "me", "myself", or "my" shall refer to myself and to the minor participant.

I represent that I have the legal authority to sign this Release of Liability and Assumption of Risk Agreement on behalf of the minor participant and will hold harmless and indemnify the Released Parties (as defined therein) from any liability that may be imposed against such parties because this representation is found to be untrue.

X \_\_\_\_\_ Date Signed:  
(PARENT/GUARDIAN SIGNATURE)

PLEASE LIST EMERGENCY PHONE NUMBERS:

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