



COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

ASHLAND DEVO, INC. (Read completely before accepting below)

THIS RELEASE relates to any and all training, races, social events, use of DEVO equipment, trail work and other activities of the Ashland Devo, Inc., ("DEVO") being held at various locations throughout the Ashland area, Jackson County and/or any other locations, including private lands (collectively the "EVENT"). I understand that in order to attend and participate in the EVENT, I (or my child) will be required to provide its own transportation, food, lodging and supervision at such Event.

THE UNDERSIGNED expressly agree to the fact that mountain and road biking in its various forms is an inherently hazardous sport that has many dangers and risks, and that injuries are a common and ordinary occurrence of this sport. THE UNDERSIGNED acknowledges that BIKE COMPETITION AND TRAINING and related activities are ESPECIALLY HAZARDOUS activities and GREATLY INCREASE THE RISKS of biking in its various forms and that THE UNDERSIGNED has made a voluntary choice to participate in those activities myself or allow my child(ren) to do so despite the risks they present. THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the EVENT and that falls, INJURIES AND/OR DEATH may result from engaging in the EVENT.

THE UNDERSIGNED agree and understand that there are inherent and other risks associated with participating in the EVENT, and that it is impossible to delineate each and every risk. INHERENT RISKS include but are not limited to, uneven and irregular surface conditions, high elevation, slick or uneven surfaces, marked and unmarked obstacles, rugged mountainous terrain, varying weather and visibility conditions, riding downhill at high rates of speed, natural and manmade structures, motor vehicles on the road, ramps, jumps and the like, which may fail, that riding downhill at a high rate of speed can result in serious injury and/or death human-made obstacles, ramps and jumps, condition of the PARTICIPANT, dehydration and other participants, contact with other trail or road users on foot, bike, animal or other means, contact with dangerous wildlife, the use of or contact with tools or equipment, crossing public roadways, riding along public roadways, risks associated with social activities, such as jumping on trampolines at a party, swimming, and such similar activities. Equipment and tools can malfunction, fail or break during use. The undersigned understand and agree that, due to the nature of the Ashland Downhill program and the Ashland Adventurers program, there may be additional INHERENT RISKS for those participating in these programs.

THE UNDERSIGNED agree and understand that owners of land may allow DEVO members to use private land for recreational purposes, and that under Oregon law, all such owners of land who either

directly or indirectly invite or permit, without charge, any person to use such property for recreational purposes do not thereby extend any assurance that the premises are safe for any purpose, confer upon such person the legal status of an invitee or licensee to whom a duty of care is owed, assume responsibility or incur liability for any injury to person or property or for the death of any person caused by an act or omission of such person, and are under no duty to inspect the land for any potential hazardous or dangerous conditions, natural or manmade, whether known or unknown to the owner.

AS THE UNDERSIGNED, I expressly understand that drop off and pick up zones present an inherent danger with participants, parents, agents and other individuals and their vehicles milling around at their own risk. I hereby agree that I am fully responsible for the welfare of my child/participant during drop off and pick up, and that if I choose to leave my child without supervision at the drop off or pick up zones, I am still fully responsible for the welfare of my child/participant.

IN CONSIDERATION for participating as a member of the Ashland DEVO, Inc. (DEVO) at the EVENT, and being able to participate in the EVENT, I hereby knowingly and voluntarily agree to accept the terms and conditions of this contract and release agreement. I hereby ASSUME ALL RISKS in connection with attending or participating in the EVENT. I RELEASE ASHLAND DEVO, INC., an Oregon Nonprofit Corporation, its representatives, agents, affiliates, officers, directors, servants, employees, and any owner of land who either directly or indirectly invites or permits me to use such property for recreational purposes of and from ALL LIABILITY for any injuries or damages, and from any claim made by me, my family, estate, heirs and assigns arising in any way from my attendance or participation in the EVENT, including any claim based upon NEGLIGENCE. I hereby expressly agree that DEVO employees (including team coaches) are not responsible for transportation or supervision of my child at such events. In the event that I ask or consent to a DEVO employee to provide any such supervision or transportation, I hereby acknowledge that DEVO and its employees are not responsible and shall not be held liable for any resulting injury or claim.

I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Ashland DEVO, Inc., its representatives, agents, affiliates, officers, directors, servants, and employees, of and from any claim, action, harm, injury, damage, or loss to person and/or property which I may suffer, or which I may contribute to or cause to ANY THIRD PARTIES. The undersigned parent/guardian signing below represents to Ashland DEVO, Inc. that they have the authority to enter into this contract on behalf of said MINOR(S) and on behalf of any other parent or guardian of said MINOR(S) and AGREES TO DEFEND AND INDEMNIFY and hold harmless Ashland DEVO from any and all claims arising from this contract brought on behalf of said minor(s) or any other parent/guardian thereof, even after the minor(s) has attained majority, or from third parties injured by the minor(s), and hold Ashland DEVO, Inc., its representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property.

I AUTHORIZE Ashland DEVO, Inc., its employees, agents or representatives, to call for medical care for me or my minor child, or to transport me or my minor child to a clinic or a hospital if such action is necessary in their opinion. I agree that, at such time as I am allowed to transport myself, or I or my minor child are turned over to any ambulance, other medical transport, medical facility, clinic or hospital, Ashland DEVO, Inc., its employees, agents, or representatives, shall have no further responsibility for or to me. I AGREE TO PAY all cost associated with medical care and transportation for me or my minor child, and I AGREE TO INDEMNIFY and hold harmless Ashland DEVO, Inc., its representatives, agents, affiliates, officers, directors, servants and employees, from such costs.

I KNOWINGLY AND VOLUNTARILY CONTRACTUALLY AGREE that any and all disputes between myself and Ashland DEVO, Inc., arising from participating in the EVENT, and including any claims for

personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF Oregon and the EXCLUSIVE JURISDICTION thereof will be in the Jackson County, Oregon, courts.

I HAVE CAREFULLY READ THE FORGOING RELEASE AND INDEMNITY AGREEMENT, I UNDERSTAND ITS CONTENTS AND I ACCEPT THIS AGREEMENT BY CLICKING THE ACCEPTANCE BOX BELOW, AS AN INDIVIDUAL, OR AS AN INDIVIDUAL AND AS THE PARENT OR GUARDIAN OF THE CHILD AND ON HIS/HER BEHALF. IF ANY PART OF THIS AGREEMENT IS DEEMED UNENFORCEABLE, THE REMAINDER SHALL BE AN ENFORCEABLE CONTRACT BETWEEN THE PARTIES. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY ACCEPTING THIS AGREEMENT.

Participant Name (Printed): _____

Parent/Legal Guardian Name (Printed): _____

Parent/Legal Guardian Signature: _____

Date: _____

MEDIA RELEASE WAIVER ASHLAND DEVO

Participant hereby grants permission to Ashland DEVO, Inc., its representatives, agents, affiliates, officers, directors, servants, and employees, to use any individual or group photographs taken of members during racing or training for publicity and brochure.

Participant Name (Printed): _____

Parent/Legal Guardian Name (Printed): _____

Parent/Legal Guardian Signature: _____

Date: _____

MEDICAL RELEASE WAIVER ASHLAND DEVO

I certify that I am the parent or legal guardian for my child(ren). I hereby give my permission for any supervisor, coach or other team administrator associated with the **Ashland DEVO** to seek and give appropriate medical attention for our child(ren) in the event of accident, injury, illness. I will be responsible for any and all costs associated with any necessary medical attention and/or treatment.

I hereby waive, release and forever discharge **Ashland DEVO** and associated supervisor, coach or other team administrator from all rights and claims for damages, injury, loss to person or property which may be sustained or occur during participation in **Ashland DEVO** activities, whether or not damages or loss is due to negligence. I hereby acknowledge that my child(ren) is (are) physically fit and capable of participation in all **Ashland DEVO** activities.

Participant Name (Printed): _____

Parent/Legal Guardian Name (Printed): _____

Parent/Legal Guardian Signature: _____

Date: _____