

**PARTICIPANT AGREEMENT**  
**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS**  
**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS.**  
**PLEASE READ IT CAREFULLY!**

In consideration of W.T.F. accepting my application for and permitting me to participate in a mountain biking event and for other good and valuable consideration, the following waiver of claims, release from liability, assumption of risks, agreement not to sue and other terms of this agreement Westside Trail Federation (or "W.T.F.") are entered into by me and for the benefit of the Releasees, namely: **W.T.F.** and their affiliates and subsidiaries and the "**Personnel**" (as defined below).

**Definitions:** In this Agreement the term "event" shall include but is not limited to all activities in any way related to mountain biking, mountain bike descents, mountain travel, guided activities, all orientation and skills instruction, cycling in or near vehicular traffic, sight-seeing and other activities, events and services connected with or related to those outdoor activities.

In this agreement the term "**Personnel**" shall include any of W.T.F.'s directors, officers, employees, volunteer mountain bike guides, agents, contractors, suppliers or representatives.

**I waive any and all other claims** that I have or may in the future have against, and **release from all liability** and **agree not to sue**, W.T.F. and any of the "Personnel" for any personal injury, death, property damage or other loss that I sustain during or as a result of any W.T.F. event on the part of any one or more of W.T.F., the "Personnel" or others, that may occur on account of:

- (a) **negligence** (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet such standards of care in the mountain bike industry);
- (b) **breach of any other duty imposed by law**, including any duty imposed by occupiers liability or other legislation;
- (c) **breach of contract**; and
- (d) **mistakes in errors of judgment** of any kind.

**I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any loss, property damage and personal injury (including death) to any THIRD PARTY resulting from MY participation in a W.T.F. event.

**I AM AWARE THAT MOUNTAIN BIKING EVENTS AND PARTICIPATION THEREIN HAVE CERTAIN DANGERS AND INHERENT AND OTHER RISKS, SOME OF WHICH INCLUDE:**

**MOUNTAINOUS AND STEEP TERRAIN** – where a fall may cause injury or death. In addition, the areas used have steep or vertical slopes which in their natural state have inherently dangerous obstacles and hazards. Some of these obstacles and hazards include rocks and boulders, tree wells, tree stumps and tree roots, forest dead fall, still and moving water, holes, ruts and depressions, and varying and difficult surfaces or conditions. These areas have dangerous man-made obstacles and hazards which may include roads, steep trails, bridges, and other structures. The areas used for event may not have been previously patrolled or examined.;

**WEATHER** – I am aware that weather conditions can be extreme and can change rapidly without warning;

**MEANS OF MECHANIZED GROUND TRAVEL** – additional risks are posed by mechanized travel due to mechanical failure, operational error and changeable weather conditions;

**WILD OR DOMESTIC ANIMALS AND INSECTS** – which are unpredictable in nature and may affect or attack mountain bikers;

**CHOICE AND USE OF EQUIPMENT** – appropriate equipment is required and is my responsibility to provide my own and wear properly during event;

**ILLNESS** – which may be caused or exacerbated, among other things, by untreated water, plants and animals, consumption of alcoholic beverages or the physical exertion demanded by the event;

**ACCESS TO MEDICAL EXPERTISE, CARE OR SEARCH AND RESCUE** – which may not be readily available or effective during event;

**INADEQUACY OF TECHNICAL SKILLS** – resulting in injury or even death due to the loss of balance, difficulty or inability to control one's speed and direction, failure to cycle or hike within one's own ability or within designated areas;

**OTHER MOUNTAIN BIKERS, HIKERS, VEHICLES** – which pose a severe collision risk.

**CONDUCT OF RELEASEES** – the conduct, including negligence or failure on the part of the Releasees to safeguard or protect tour participants from the risks, dangers and hazards referred to above, many of which are unmarked and exist throughout the areas used for event and which cannot be eliminated without destroying the experience, which relies on exceeding the accepted safety of life at home or at work.

**I ASSUME AND ACCEPT ALL DANGERS AND RISKS OF EVENT WITHOUT LIMITATION OF THE RISKS DESCRIBED ABOVE AND THE POSSIBILITY OF PERSONAL INJURY INCLUDING DEATH, PROPERTY DAMAGE, LOSS OR EXPENSES RESULTING THERE FROM. I AGREE THAT, ALTHOUGH W.T.F. AND PERSONNEL MAY TAKE PRECAUTIONS TO REDUCE THE RISKS AND INCREASE THE SAFETY OF MOUNTAIN BIKING EVENT AND TO DETERMINE WHETHER A PARTICULAR AREA IS SAFE FROM RISKS AND HAZARDS, IT IS NOT POSSIBLE FOR W.T.F. OR THE PERSONNEL TO MAKE MOUNTAIN BIKING ACTIVITIES COMPLETELY SAFE OR TO PREDICT WITH COMPLETE ASSURANCE WHETHER THE TERRAIN TO BE ACCESSED IS SAFE FROM THE INHERENT RISKS AND HAZARDS.**

I ACKNOWLEDGE THAT THE ENJOYMENT AND EXCITEMENT OF MOUNTAIN BIKING EVENTS IS DERIVED IN PART FROM MOUNTAIN BIKING ON FIRE ROADS AND SINGLE-TRACK TRAILS WITH BOTH NATURAL AND MAN-MADE TECHNICAL FEATURES AND THAT THE INHERENT RISKS OF THESE EVENTS CONTRIBUTE TO SUCH ENJOYMENT AND EXCITEMENT.

**I WILLINGLY ACCEPT THESE RISKS AND AGREE TO THE TERMS OF THIS W.T.F. "PARTICIPANT AGREEMENT" EVEN IF W.T.F. OR ANY OF THE "PERSONNEL" ARE FOUND IN LAW TO BE NEGLIGENT OR IN BREACH OF A DUTY OF CARE OR ANY OTHER OBLIGATION TO ME IN THEIR CONDUCT OF ANY W.T.F. EVENT.**

I acknowledge by signing this W.T.F. participant waiver, I am not relying on any oral, written or visual representations of any kind, including promotional statements made by W.T.F. in their "pre-event rider meeting" or other brochures and media or by any of the "Personnel" to induce me to take part in this event.

I confirm that I am of the full age of eighteen years, that I have had sufficient time to read and understand what I am agreeing to in this W.T.F. "Participant Agreement" before signing it and that it will be binding upon my heirs, next of kin, executors, administrators and successors in the event of my incapacity or death.

I agree that the W.T.F. "Participant Agreement" and any rights, duties and obligations shall be governed exclusively in all respects by and interpreted solely in accordance with the substantive laws of the State of Oregon or the substantive laws of the jurisdiction in which personal injury including death, property damage, loss or expenses resulting there from were incurred. I hereby irrevocably submit to the exclusive jurisdiction of the State of Oregon or the courts of the jurisdiction in which personal injury including death, property damage, loss or expenses resulting there from were incurred.

I understand that W.T.F. and the Personnel reserve the right to take audio-visual records of any event activities and hereby agree that any such records may be used for promotional and / or commercial purposes, without any remuneration to me. The safety regulations, guidelines and conditions applicable to the event have been made available to me; my participation in the event is conditional to following these written and verbal rules; my payment of costs and fees for the event, and the discretion of the event coordinators who may judge me to be incapable of meeting the rigors and requirements of participation in the activities. The event officially begins and ends at the location(s) designated by W.T.F.. The event does not include transportation to and from the event location, and I am personally responsible for all risks associated with this travel.

I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions of the agreement shall remain in full force and effect.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM RELEASING W.T.F. AND PERSONNEL FROM CERTAIN LIABILITIES WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HOLD AGAINST W.T.F. OR PERSONNEL. I AGREE TO PARTICIPATE VOLUNTARILY IN THE EVENT.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, year \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant or Parent Guardian

\_\_\_\_\_  
Print Name of Applicant and/or Parent Guardian

Emergency Contact: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_