



**ROMP Rider: Waiver of Liability and Hold Harmless Agreement**

PLEASE READ THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT CAREFULLY. IT IS A LEGAL CONTRACT CONTAINING A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION. IT AFFECTS ANY RIGHTS YOU MAY HAVE IF YOU ARE INJURED OR OTHERWISE SUFFER DAMAGES WHILE PARTICIPATING IN THE RIDING FOR ROMP 2010 EVENT.

**If you are under the age of eighteen (18), your parent or legal guardian must also sign this agreement.**

1. By signing this agreement, I agree that I am willingly volunteering to participate in "Riding for ROMP 2010", I hereby release, waive, hold harmless, forever discharge and covenant not to sue "The Range of Motion Project, NFP, its directors, officers, agents, representatives volunteers, or employees (hereinafter referred to as the "Released Parties") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the Released Parties, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.

2. I am fully aware of the risks involved and hazards connected with "Riding for ROMP 2010", including but not limited to heat stroke, vehicular accident, bicycle accident, bicycle malfunction, fatigue, dehydration, and weather related harm and I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of the Released Parties or otherwise.

3. I further hereby agree to indemnify and hold harmless the Released Parties from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by negligence of Released Parties or otherwise.

4. I understand that "The Range of Motion Project" does not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation.

5. Photographs or video/audio recordings may be taken of me during the Riding for Romp 2010 event. Unless otherwise requested by me, The Range of Motion Project has my permission to use my image in any publications or promotional materials, in any medium, now known or later developed without any restrictions.

6. I agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Oregon.

7. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no

oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent or I am the parent or legal guardian of the undersigned participant that is under the age of eighteen (18) years of age; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

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Participant Name and Signature

Date

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Parent/Guardian Name and Signature

Date