



# 2021 RACE CASCADIA EVENT PARTICIPATION WAIVER

**PLEASE READ CAREFULLY! RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS!**

## COVID-19 SAFETY INFORMATION

All Covid-19 safety protocols, guidelines and mandates put forth by the Center for Disease Control, and any other presiding agencies specific to each race venue, will be followed by Race Cascadia and required for all racers, staff, volunteers, spectators, partners and others in attendance while participating in events held by Race Cascadia. Because Covid-19 is extremely contagious and is spread mainly from person-to-person contact, social distancing practices in effect, specific to each county, will be required for all participants, including mandatory face coverings in group settings. Despite best efforts, Race Cascadia cannot and does not guarantee that its racers, staff, volunteers, spectators, partners and others in attendance will not become infected with Covid-19.

## COVID-19 ASSUMPTION OF RISKS. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties;

## MOUNTAIN BIKING ASSUMPTION OF RISKS:

I am aware that mountain biking involves many risks, dangers and hazards and that injuries are a common and ordinary occurrence of the sport. These risks, dangers and hazards include but are not limited to: mechanical failure of the equipment; changing weather conditions; collision with natural or manmade objects including but not limited to exposed rock, earth, trees, stumps or branches on or adjacent to the mountain biking terrain; collision or encounters with other cyclists, vehicles; negligence of other cyclists or participants; and NEGLIGENCE ON THE PART OF Race Cascadia OR THEIR STAFF INCLUDING THE FAILURE ON THE PART OF RACE CASCADIA TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING. I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for mountain biking in all phases of the activity, and that many are unmarked. I am voluntarily participating in mountain biking activities. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death or property damage and loss resulting therefrom due to any cause whatsoever and without limitation.

## In consideration of Race Cascadia allowing me to participate in the mountain biking event(s) registering for and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Race Cascadia and its directors, officers, employees, agents, representatives, volunteers, and all others who are involved (all of whom are hereinafter collectively referred to as "THE RELEASEES") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense, illness, or injury including death that I may suffer, or that my next of kin may suffer resulting from my participation in the Event, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the RELEASEES, and also including the failure on the part of the RELEASEES to safeguard or protect me from the risks, dangers and hazards of mountain biking, as referred to above.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Event;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity; and
4. This release and waiver is intended to be as broad as permitted by the laws of the State of Washington and that of any portion hereof is held valid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

## PHOTO RELEASE

I agree to grant Race Cascadia and its authorized representatives permission to record on video and pictures of my participation. I further agree that any or all of the material photographed may be used, in any form, as part of any future publications, brochure, or other printed materials used to promote Race Cascadia, and further that such use shall be without payment of fees, royalties or other compensation.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

## PARENT OR GUARDIAN WAIVER FOR MINORS

THIS WAIVER MUST BE SIGNED BY THE PARENT OR LEGAL GUARDIAN OF ANY MINOR (UNDER 18 YEARS OF AGE). If registrant is a minor (under 18 years of age) then the undersigned does hereby represent that he/she is a parent and natural or legal guardian of the registrant and agrees to save, hold harmless and indemnify each and all of the Releasees referred to above from all liability, loss, cost claim or damage, expense, illness or injury including death whatsoever which may be imposed upon said releases because of any defect in or lack of such capacity to act and release such Releasees on behalf of the