

## OREGON COAST RAILRIDERS, COQUILLE WAIVER

DATE: \_\_\_\_\_ TIME \_\_\_\_\_ ARRIVE 20 MINUTES EARLY DRESSED FOR THE WEATHER.

### Rules of Conduct, Waiver and Release of Liability

IN CONSIDERATION of **Oregon East Cycling, LLC ("OEC")** dba **Oregon Coast Railriders, Coquille** allowing me to participate in any activity or event offered or organized by OEC, LLC, which is railriding, but may include related activities (the "Activity"), I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations/agreements pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement");

\_\_\_ 1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Activity; and I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Activity. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activity. I acknowledge that railriding is a physical outdoor sport and subject to changeable outdoor conditions.

\_\_\_ 2. I understand and acknowledge the physical and mental rigors associated with railriding and realize that such activities may be inherently dangerous. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of OEC, LLC; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activity, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as result of my participation in the Activity.

\_\_\_ 3. I agree to be familiar with and to abide by the rules established for the activity, including but not limited to the following

- (i) **My bodyweight does not exceed 265 pounds. This is per seat. Weight over this limit is unsafe.**
- (ii) **I shall remain on the Railrider at all times and disembark only with the direction of an OEC, LLC employee at only the predetermined location.**
- (iii) **I will always wear a seatbelt when sitting on the Railrider.**
- (iv) **I will not intentionally bump other Railriders.**
- v) **I will stop at all road crossings and will cross only with the direction of an OEC, LLC employee after I also confirm crossing of any intersecting road is safe from vehicles.**
- (vi) **I will come prepared appropriately for the weather (drinking water, sun or weather protection).**
- {vii} **I will not smoke or partake of mind-altering drugs or alcohol while touring with OEC, LLC.**
- (viii) **I understand that railriding is a physical sport and that I will pedal at sustainable pace.**
- (viii) **I understand that no pets are allowed on the railriders.**
- (viii) **I will not misuse or abuse the equipment. I will be charged a \$300 breakage fee for equipment damaged by my weight/misuse/abuse.**

OREGON COAST RAILRIDERS, COQUILLE WAIVER

\_\_\_4. I accept sole responsibility for my own conduct and actions while participating in this Activity, and the condition and adequacy of my equipment.

\_\_\_5. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless OEC, LLC Property Owners upon which the Activity takes place, Law Enforcement Agencies and other Public Entities providing support for the Activity, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Activity Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Activity, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing or agreeing to it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed and agreed to this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature or online agreement to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

\_\_\_6. My payment and/or signature denote that I have read this waiver and agree to comply.

**PHOTOGRAPHY:** I understand that pictures and videos *may* be taken during this or other related events for promotional purposes. I agree to allow pictures and videos containing me or others in my group to be used for promotional purposes by OEC, LLC, producers, sponsors, organizers, and other contracted marketers.

Date: \_\_\_\_\_ Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Cell Phone number \_\_\_\_\_

Address, City, State, Zip Code \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone number \_\_\_\_\_

**NAMES OF HOUSEHOLD/FAMILY MEMBERS:** A SIGNATURE BY PARENT/GUARDIAN FOR MINORS UNDER 18 YEARS ACTS AS CONSENT ON BEHALF OF THE CHILD TO THE TERMS OF THE ABOVE ACCIDENT WAIVER AND RELEASE OF LIABILITY.

**LIST MEMBER NAMES HERE: continue the list on the back if necessary.**

PAYMENT AMOUNT: ONLINE \_\_\_\_\_ ON SITE \_\_\_\_\_ BY CARD \_\_\_\_\_ CASH \_\_\_\_\_

*PRINT, SIGN AND PRESENT A COMPLETED FORM AT CHECK IN. Thank you.*

*HAPPY RAILRIDING.*