

## ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

Event Name: OSU Cycling - Beaver Omnium	Event Date: March 9th and 10th	Event Time: 8am-4pm, 7:30am-4pm	Team/Club, etc. (if applicable):
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**Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Sign and return this form to the above OSU Department or supervising employee. If you are under the age of 18, this form MUST be signed by you as the participant AND by your parent or legal guardian.**

I, the undersigned, am aware that participation in the Activity (hereafter referred to as **ACTIVITY**) describe above may include activities that may cause injury and dangerous. I acknowledge that participation in this ACTIVITY has the following non-exhaustive list of particular activities that bear risk and danger and from which bodily injury, up to and including death, may occur:

Cycling related activities

**With full knowledge of the facts and circumstances surrounding the ACTIVITY, I voluntarily participate in the ACTIVITY and assume the responsibilities and risks resulting from my participation, including all risk of property damage and injury to others and to myself.** I agree to comply with all of the rules and conditions of participating in the ACTIVITY. I have adequate applicable insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in the ACTIVITY, or otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my participation in the ACTIVITY. I will indemnify and hold the State of Oregon, acting by and through the State Board of Higher Education, on behalf of Oregon University System and Oregon State University, its employees, directors, officers, and agents (hereafter referred to as **UNIVERSITY**) harmless with respect to any and all claims, injuries, and costs associated with my participation in this ACTIVITY.

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with this ACTIVITY or around this ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY. I will conduct myself in a manner that is considerate of other participants and in accordance with UNIVERSITY Rules and Regulations (**including Student Code of Conduct, when applicable**) and with any state and city laws or rules where the ACTIVITY is occurring. If this ACTIVITY is an off-campus UNIVERSITY sponsored event, such as field trips, conferences, research, experiential learning, extension of classroom learning, etc., I understand that conduct not acceptable in the classroom setting is not acceptable during this ACTIVITY and will be handled in accordance with the Student Conduct Regulations. In addition, I understand that if I travel to the ACTIVITY with a UNIVERSITY group and/or advisor, I will return with the group unless prior arrangements have been made with the UNIVERSITY faculty/staff who is supervising the ACTIVITY.

I recognize and acknowledge that UNIVERSITY may record my participation and appearance in ACTIVITY on any recorded medium (including, but not limited to video, audio, photos) for use in any form (including, but not limited to print, websites, blogs, internet). I authorize such recording and release UNIVERSITY to use my name, likeness, voice, and biographical material to exhibit or distribute such recordings in whole or part without restrictions or limitations for any educational or promotional purpose. I further release UNIVERSITY to use material from blogs associated with ACTIVITY without restrictions or limitations for any educational or promotional purpose.

I am aware that if I provide a vehicle not owned and operated by the UNIVERSITY for transportation to, at, or from the ACTIVITY site, or if I am a passenger in such a vehicle, the UNIVERSITY is not responsible for any damage caused by or arising from my use of such transportation. Furthermore, I acknowledge that I am solely responsible for any action that I take that is outside the scope of the scheduled ACTIVITY, regardless if occurring before, during or after the period of the ACTIVITY.

**To the extent permitted by law, and in consideration for being allowed to participate in the ACTIVITY, I hereby save, hold harmless, discharge and release the UNIVERSITY from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the ACTIVITY, whether caused by the negligence or carelessness of the UNIVERSITY or otherwise.**

**It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the UNIVERSITY from any claim by the aforementioned parties arising out of my participation in the ACTIVITY.**

SEE REVERSE SIDE OF FORM FOR SIGNATURE PAGE

I recognize and acknowledge that the UNIVERSITY makes no guarantees, warranties, representations, or other promises relative to the ACTIVITY, and assumes no liability or responsibility for injury or property damage that I may sustain as a result of participation in the ACTIVITY.

I further understand and agree that this is a release of liability and indemnity agreement, and it is intended to be **as broad and inclusive as permitted by law**. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect. In signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it, and sign it voluntarily; and (b) that this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.

**Participants who are not 18 years of age or older must sign above and also must obtain the signature of a parent or legal guardian:**

I certify that I am the parent or legal guardian of the above-named participant in the ACTIVITY. On behalf of myself and my spouse, partner, co-guardian or any other person who claims the participant as a dependent, I have read the above agreement, I understand the contents of this Acknowledgement of Risk and Waiver of Liability, assent to its terms and conditions, and sign this Acknowledgement of Risk and Waiver of Liability of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependent's participation in the ACTIVITY, and I hereby give my consent to participation by my dependent in the ACTIVITY, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the UNIVERSITY from and against all claims, demands or suits that my dependent has or may have.

Print Name	Signature	Date	Under 18?	Parent/Guardian Signature (if under 18)*