

# **HORNER CYCLING FOUNDATION LIABILITY RELEASE**

**2026**

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING THE HORNER CYCLING PROGRAM, HORNER CYCLING FOUNDATION BOARD OF DIRECTORS, CHRIS AND MEGAN HORNER, HORNER CYCLING FOUNDATION STAFF AND VOLUNTEERS, HORNER LAW LLP, ALL THE HORNER CYCLING MEMBERS, ALL RIDER ASSISTANTS, VOLUNTEERS, PROGRAM DIRECTORS AND THEIR RESPECTIVE AGENTS, EMPLOYEES, MEMBERS, PROGRAM SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES") FROM LIABILITY RELATED TO THE HORNER CYCLING FOUNDATION EVENT ("PROGRAM").

THIS ENTRY BLANK AND RELEASE IS A LEGAL DOCUMENT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING AND WARRANT THAT I HAVE READ IT CAREFULLY AND UNDERSTAND ITS TERMS.

## **WAIVER AND RELEASE OF LIABILITY**

In consideration of the RELEASEES acceptance of my application for entry in the above PROGRAM, I hereby freely agree to and make the following contractual representations and agreements. I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in a bicycle ride and/or program and this PROGRAM and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, THE RELEASEES' OWN NEGLIGENCE, and weather conditions; and possible exposure to and illness from infectious disease 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; and the possibility of property damage, serious physical and/or mental trauma or injury associated with any part of the PROGRAM. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the RELEASEES, FROM ANY and all rights and CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which may hereafter accrue to me and from any and all damages which may be sustained by me or directly or indirectly in connection with, or arising out of, my participation in or association with the PROGRAM, or travel to or return from the PROGRAM.

I hereby release and hold harmless all RELEASEES from any and all losses, costs, damages, claims, demands, rights and any causes of action of whatever kind or nature, including reasonable attorney fees, and including any and all negligence claims or causes of action which may arise and result from illness, personal injury, property damage, death or of any other damages or injuries not included herein, occurring, during or as a result in the participation of this ride. By completing this form, you agree that the statutes and laws of the State of Oregon, will apply to all matters to this ride or this Liability Waiver.

I agree it is my sole responsibility to be familiar with the riding route, the Releasees' rules, and any special regulations for the PROGRAM. I accept sole responsibility for maintenance and condition of my bicycle and equipment. I understand and agree that situations may arise during any ride or the PROGRAM, which may be beyond the immediate control of the RELEASEES, and I must continually ride so as to neither endanger others nor myself. I accept responsibility for the condition and adequacy of my equipment. I will participate wearing a helmet which satisfies the requirements of the RELEASEES Rules or Regulations and

or Oregon State Law and that can protect against serious head injury and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition, which to my knowledge, would endanger others or myself if I participate in this PROGRAM or would interfere with my ability to participate in the PROGRAM.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver or any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver or modification.

I agree, for myself and my successors, that every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that sustained by me directly or indirectly in connection with, or document or arising out of participation in the PROGRAM shall be adjudicated in Deschutes County, Oregon and shall be construed and interpreted according to the substantive law of Oregon.

Minor Name (s): \_\_\_\_\_

Street address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Phone #'s: \_\_\_\_\_

Email: \_\_\_\_\_

Who to notify in case of emergency: \_\_\_\_\_

Phone # and relation to rider: \_\_\_\_\_

### **Consent and Release of Parent or Guardian**

I am the parent or guardian of \_\_\_\_\_ (child). My Child is fit for participation, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE ATHLETE'S ENTRY AND RELEASE AGREEMENT. In consideration of allowing my Child to participate, I consent to it and agree that ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD, my heirs, legal representative, and assignees. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY that I or my Child may allege against the RELEASEES (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in the PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or others. I PROMISE NOT TO SUE RELEASEES on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the PROGRAM.

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

Signature of parent or guardian: \_\_\_\_\_

Printed name of parent or guardian: \_\_\_\_\_