

Pit Ridge / Indian Lake Poker Run Liability Waiver

Please read carefully

This RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF THE RISK AND WAIVER OF CLAIM AGREEMENT ("Agreement"), is entered into by and between _____ ("Participant"), and the Pilot Rock OHV Board of Directors, volunteers or sponsors of event, City of Pilot Rock, Confederated Tribes of the Umatilla Indian Reservation ("CTUIR") and any other person working in some capacity for the purpose of operating or maintaining or organizing the Pilot Rock OHV Park/CTUIR event. As used in this agreement the term "Participant" shall include the parent or legal guardian where the participant is under the age of 18.

WHEREAS, Participant recognizing that participation in a dangerous activity is a HAZARDOUS ACTIVITY which is inherently dangerous, has voluntarily entered the event despite all known and unknown risks of serious personal injury and or death/damage to vehicle presented by participation in the activity; and

WHEREAS, Participant understands that this agreement is a General Release barring Participant from bringing any claim for personal injury and/or death and vehicle damage which is any way related to participating in the activity; and

WHEREAS, Participant knows his/her own capabilities and limitation regarding participation in the activity entered;

NOW, THEREFORE, in consideration of being permitted to participate in the activity, Participant expressly and freely agrees as follows:

TO ASSUME ALL RISK of serious vehicle damage, personal injury or death arising from practicing and/or participation in the activity.

To WAIVE any and all claims that Participant may in the future have against, the Pilot Rock OHV Board, City of Pilot Rock, CTUIR and its officers, employees, agents, sponsors, shareholders, affiliated entities, volunteers, subsidiaries and all insurers for any loss, damage, injury or expense that Participant may suffer, or that Participants next of kin may suffer, as a result of Participant's participation in the activity, due to any cause whatsoever, including but not limited to negligence on the part, the Pilot Rock OHV Board, City of Pilot Rock, CTUIR and its officers, employees, agents, sponsors, shareholders, affiliated entities, volunteers, subsidiaries and all insurers and any entity hired to perform any function with respect to the Pilot Rock OHV Park, Board, CTUIR, and all volunteers.

To RELEASE FROM LIABILITY AND HOLD HARMLESS, the Pilot Rock OHV Board, City of Pilot Rock, CTUIR and its officers, employees, agents, sponsors, shareholders, affiliated entities, volunteers, subsidiaries and all insurers an any entity hired to perform any function with respect to the Pilot Rock OHV Park, Boards and all volunteers for any and all loss, damage, injury or expense that Participant may suffer, or that Participant's next of kin may suffer, as a result of Participant's practicing for and or participation in the activity, due to any cause whatsoever, including buy not limited to negligence on the part of, the Pilot Rock OHV Board, City of Pilot Rock, CTUIR and its officers, employees, agents, sponsors, shareholders, affiliated entities, volunteers, subsidiaries and all insurers and any entity hired to perform any function with respect to the Pilot Rock OHV Park Board, CTUIR, and all volunteers.

PARTICIPANT agrees to abide by ATV laws of the State of Oregon.

PARTICIPANT agrees that any claim which he/she may at any time bring for any reason against Pilot Rock OHV Park, shall be submitted to the jurisdiction of the State and Federal Courts in the State of Oregon and in no other jurisdiction. Participant agrees that any claim that he/she may at any time bring for any reason against the CTUIR in connection with the Pit Ridge / Indian Lake Poker Run shall be submitted to the jurisdiction of the Umatilla Tribal Court and in no other jurisdiction, and the participant hereby consents to the jurisdiction of the Umatilla Tribal Court over any such claim or cause of action. Any claim brought shall be governed by the laws of the state in which the claim arose, except that a claim against the CTUIR in the Umatilla Tribal Court shall be governed by the laws of the CTUIR.

I, the undersigned Participant having read and understood the terms of this Agreement, sign this Agreement freely and of my own accord, realizing that it is binding upon me, my heirs, assigns, and next of kin.

Printed Name of Participant: _____

Address & Phone #: _____

Emergency Contact Name & Phone #:

Signature of Participant: _____ Date: _____

Participant's Date of Birth: _____

Printed Name & Signature of Parent/Legal Guardian (if participant is under 18 years of age):

Printed Name

Signature of Parent/Guardian

Date

Rider #: _____