

THE PAULINA PLUNGE, INC.  
PO Box 8782 Bend, OR 97708 541-389-0562

ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

Group Leader \_\_\_\_\_ Number of Riders \_\_\_\_\_ Amount Owed \_\_\_\_\_

**IN CONSIDERATION OF MY PARTICIPATION IN THE BELOW-REFERENCED ACTIVITIES AND MY USE OF THE BICYCLES, I AGREE AS FOLLOWS:**

**ASSUMPTION OF RISK:** I understand and accept that participating in the activities of The Paulina Plunge Mt. Bike Tour, including but not limited to, mountain biking, hiking, water activities, and travel to and from such activities, exposes me and others to inherent risks associated with said activities as well as unknown and unanticipated risks and hazards, including but not limited to, the risk of death, personal injury (including but not limited to severe spinal or head injury), and loss of or damage to property. I also understand that participation in the Paulina Plunge Mt. Bike Tour exposes me to possible acts of nature, including but not limited to, fire, lightening, falling objects, insect bites, blue green algae and wild animals. I understand that I should be in good physical health to participate in bicycling, hiking and water activities. I choose to participate in these activities in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of participation in the Paulina Plunge activities. I understand these risks cannot be eliminated without jeopardizing the essential elements/qualities of the activities. I further understand The Paulina Plunge, Inc., and affiliates, their officers, owners, directors, employees, sponsors and agents of such parties may not recognize my fitness or ability to participate in activities associated with this tour and/or may make mistakes such as misjudging the terrain, weather or provide inadequate instruction or fail to properly maintain equipment. Finally, I understand my equipment may fail for inexplicable reasons.

**RELEASE:** I for myself, heirs, personal representatives and assigns, forever waive, release, discharge and agree to indemnify and hold harmless The Paulina Plunge, Inc. its owners and affiliates, their officers, owners, directors, employees, sponsors and agents of such parties from any and all claims, demands, rights, damages and causes of action or suits known or unknown, including, but not limited to, damage for death, personal injury, illness, loss or damage to personal property, all claims alleging negligent acts or omissions, breach of contract, breach of warranty or any other legal theory that I may have or assert arising out of any injury or incident resulting from any participation in said activities and/or use of the bicycles or equipment or facilities. I certify that I have full knowledge regarding the use and operation of said equipment, have inspected the same and have satisfied myself that it is fit for the purpose for which I intend using it. I am sufficiently skilled in the operation and handling of said equipment and I am fully aware of the risk involved in its use, which risk I fully assume.

**INSURANCE:** I certify I have all appropriate insurance or otherwise have sufficient assets necessary to cover any injuries, loss or damage I may suffer or cause to myself, my equipment or others while participating in any and all activities described herein. I further certify I have

no medical or physical conditions which may interfere with my safety or the safety of others in the activities.

**DAMAGE TO EQUIPMENT:** I acknowledge and agree I am fully responsible for all damage to equipment while in use.

**ATTORNEY FEES AND FORUM CLAUSE:** Should The Paulina Plunge, Inc. or its affiliates, or assigns incur fees or costs, including but not limited to, attorney fees, collections costs and expenses, arising out of efforts necessary to enforce this agreement, I agree to indemnify and pay The Paulina Plunge, Inc. and/or its affiliates and assigns all such fees and costs. I further agree this agreement and all other aspects of my relationship with The Paulina Plunge, Inc. and/or its affiliates and assigns are governed by the laws of the state of Oregon and that any legal action resulting from participation in herein described activities shall be brought only in Deschutes County, Oregon. In the event any portion of this agreement is deemed invalid or unenforceable, all other provisions of this agreement shall remain in full force and effect.

**ACKNOWLEDGMENTS:** I agree that I have carefully read this agreement, understand its contents and agree to be bound by its terms. I am aware I am signing a release of liability and waiver and I sign it voluntarily. I also understand that I should not and will not participate in these activities while under the influence of intoxicants, including but not limited to, drugs and alcohol.

I further acknowledge and agree I received answers to all questions regarding the equipment and its use, and I have been **advised to wear a safety helmet. Anyone age 16 or younger is required by state law to wear a helmet.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINTED NAME

SIGNATURE

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5) \_\_\_\_\_

6) \_\_\_\_\_

**INDEMNIFICATION AGREEMENT (MINORS)**

In consideration for \_\_\_\_\_ Minor(s) being permitted by The Paulina Plunge, Inc. to participate in its activities, I agree to this waiver, release and indemnification:

The undersigned parent(s) or guardian(s) of the minor(s), for themselves and on behalf of the minor(s), join in the foregoing liability release and agree to same and hold harmless, indemnify and forever defend The Paulina Plunge, Inc., its owners, and affiliates, their officers, owners, directors, employees, sponsors and agents of such parties from any and all claims, actions and demands based on negligence or otherwise made or brought by the minor(s) or anyone on his/her/their behalf as a result of the minor(s) participation in the activities of The Paulina Plunge, Inc. its owners, and affiliates, their officers, owners, directors, employees, sponsors and agents of such parties as well as expenses and liabilities (including attorneys fees and costs) incurred by The Paulina Plunge, Inc. its owners, and affiliates, their officers, owners, directors, employees, sponsors and agents of such parties resulting from any such claims, actions or demands.

I hereby represent the Minor(s) is/are in good health and able to participate in the activities of The Paulina Plunge, Inc. I represent I have fully informed myself of the contents of this Indemnification Agreement by reading it in its entirety before signing said Agreement. I understand the terms of this Agreement and I agree to be bound by its terms. I understand that this Agreement may limit my right to maintain a lawsuit against The Paulina Plunge, Inc. its owners, and affiliates, their officers, owners, directors, employees, sponsors and agents of such parties in the event of injury, death or property damage to the minor(s) and may subject me to financial liability in the event the minor(s) or someone on behalf of the minor(s) makes a claim against The Paulina Plunge, Inc. its owners, and affiliates, their officers, owners, directors, employees, sponsors and agents of such parties for injuries or damage suffered by the minor(s).

Name of Minor(s)

- |          |          |
|----------|----------|
| 1) _____ | 4) _____ |
| 2) _____ | 5) _____ |
| 3) _____ | 6) _____ |

Name of Parent(s) or Guardian(s)

- 1) \_\_\_\_\_

Signature of Parent(s) or Guardian(s)

- 1) \_\_\_\_\_