



Please read and be sure you understand the implications of signing.  
Then sign and return (1) this form and (2) your payment to:  
**Bend Endurance Academy, 442 NE 3<sup>rd</sup> St. Bend, OR 97701**

**SPORT PARTICIPANT ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT**

In consideration for being permitted to participate in the sporting activities of the Bend Endurance Academy (including, without limitation, Cycling, Nordic Skiing, Rock Climbing and any related activities),

I, \_\_\_\_\_, agree as follows:

**Express Assumption of Known/Unknown Risks Associated with Sports Training/Events, Transportation, & Venue Use:**

I hereby affirm and acknowledge that I am or have been fully informed of the inherent hazards and risks associated with all activities of Bend Endurance Academy, including transportation of equipment related to the activities, and travelling to and from sites for the activities in which I am about to engage. Inherent hazards and risks of these activities that I am choosing to participate in include, but are not limited to, the following: (1) Significant risk of injury from the activity and equipment utilized, including the potential for broken bones, severe injuries to the head, neck, knee, and back or other bodily injuries that may result in permanent disability or death; (2) Possible equipment failure and/or malfunction or misuse of my own or others' equipment, and the risk of lost or stolen equipment; (3) Variation and/or steepness of terrain and surroundings, variation or changes in surfaces (including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards); (4) My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making, such as misjudging terrain, weather, riding surfaces or other obstacles, and getting lost; (5) Exposure to the elements and temperature extremes, which may result in complications including but not limited to frost nip/bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration; (6) Dangers associated with exposure to natural elements, include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions, and wild or other animals; (7) Accidents or illness occurring in remote places where there are no available medical facilities; (8) Fatigue, exhaustion, chill, dizziness, and/or other medical problems which may diminish my reaction time or that of others, and increase the risk of accident; and (9) Falls, or impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and skiers/cyclists/climbers, during or en route to events. I understand the description of these risks is not complete, and that unknown or unanticipated risks may result in injury, illness, permanent disability or death.

I agree that I will take all appropriate precautions to minimize risk of injury to myself or others, including without limitation appropriate use of equipment, participating within my limitations (physical or otherwise), and using/wearing approved protective gear as decreed by the governing body of the sport I am participating in. I understand protective gear cannot guarantee my safety—for example, ropes/harnesses and other gear can fail, and no helmet can protect against all potential head injuries or prevent all injury to the face, neck or spinal cord.

**Release of Liability, Waiver of Claims and Indemnity:** I hereby RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following persons or entities: Bend Endurance Academy, its officers, directors, employees, coaches, representatives, agents, volunteers, as well as property owners and all representatives of property owners who voluntarily allow Bend Endurance Academy's use of their property for any purpose (the "Releasees"). I release the

Releasees from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have of any kind, including without limitation claims for personal injury, property damage, or wrongful death arising from the above-referenced activities, whether caused by active or passive negligence of the Releasees or otherwise. I agree to hold the Releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in these activities. By entering into this agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this agreement. This agreement shall apply to any and all injury, disability, death, or loss or damage to person or property occurring at any time after the execution of this agreement. This release shall be interpreted broadly and as binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS TERMS, AND HAVE CONSULTED WITH LEGAL COUNSEL OR WAIVED MY RIGHT TO DO SO. I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY.**

Signature of Adult Participant: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE:** This is to certify that I, as Parent, Guardian, or Temporary Guardian with legal responsibility for this participant ("Parent/Guardian"), do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Signature of Parent/Guardian: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

and by their signature, they on my behalf release all claims that both they and I have (Minor Participant):

Signature of Minor Participant: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_