

RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration of the benefits to be derived from participation in this skateboarding event, (including, but not limited to, voting rights, racer rating programs, racing site access, publications, educational materials, etc...), the undersigned racer (**Racer**) and the parent or legal guardian of **Racer** if **Racer** is a minor, for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do agree as follows:

A. DEFINITIONS - The following definitions apply to terms used in this Agreement:

1. "**PARTICIPATION IN THE SPORT**" means skateboard riding (and/or assisting another in riding), skateboard racing and other activities immediately associated with the skateboard race event (including, but not limited to: officiating, timing, course-setting, spectating, coaching, etc).
2. "**SPORTS INJURIES**" means **personal injury, bodily injury, death, property damage and/or any other personal or financial injury** sustained by **Racer** as a result of **Racer's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any programs (for example: the Racer Ranking System). If **Racer** is under 18 years of age, the term **SPORTS INJURIES**" means **personal injury, bodily injury, death, property damage and/or any other personal or financial injury** sustained by **Racer** as well as **personal injury, bodily injury, death, property damage and/or any other personal or financial injury** sustained by **Racer's** parents or legal guardians, as a result of **Racer's PARTICIPATION IN THE SPORT** and/or as a result of the administration of any programs.
3. "**RELEASED PARTIES**" means the following, including their owners, officers, directors, agents, spouses, employees, officials (elected or otherwise), members, independent contractors, sub-contractors, lessors and lessees:
 - a) The International Slalom Skateboarding Association (ISSA)
 - b) The Cascade Slalom Association, including (but not limited to): Patrick Chewning, Gareth Roe, Judy Harris.
 - c) The State of Oregon, Parks Department, Transportation Department, and other departments associated with the event.
 - d) The United States Of America and each of the city(ies), town(s), county(ies), State(s) and/or other political subdivisions or governmental agencies within whose jurisdictions **Racer** participates in the sport.
 - e) The City of Hood River.
 - f) All persons involved, in any manner, in the sports of skateboarding at the site(s) where **Racer PARTICIPATES IN THE SPORT**. "All persons involved" includes, but is not limited to, spectators, racers, assistants, drivers, instructors, observers, and owners of skateboarding equipment; and
 - g) All other persons lawfully present at the site(s) during **Racer's PARTICIPATION IN THE SPORT**.

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B. I FOREVER RELEASE AND DISCHARGE the **RELEASED PARTIES** from any and all liabilities, claims, demands, or causes of action that I may hereafter have for **SPORTS INJURIES**, however caused, even if caused by the negligence (whether active or passive) of any of the **RELEASED PARTIES**, to the fullest extent allowed by law.

C. I WILL NOT SUE OR MAKE A CLAIM against any of the **RELEASED PARTIES** for loss or damage on account of **SPORTS INJURIES**. If I violate this agreement by filing such a suit or making such a claim, I will pay all attorneys' fees and costs of the **RELEASED PARTIES**.

D. I AGREE THAT this **AGREEMENT** shall be governed by and construed in accordance with the laws of the State of Oregon. All disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in the State of Oregon, U.S.A. to the exclusion of the Courts of any other State or Country.

E. SEVERABILITY. If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect.

F. CONSTRUCTION. This agreement shall apply to any and all **SPORTS INJURES** occurring at any time after the execution of this agreement. This agreement is in addition to and is not intended to replace any other agreements related to liability for **SPORTS INJURIES** that **Racer** may have signed, either in the past or in the future. To the extent that there is any conflict between such agreements, **Racer** intends to be subject to the agreement that provides the most expansive release of claims and assumption of risk allowed by law.

G. I REPRESENT THAT Racer is at least 18 years of age, or, that I am the parent or legal guardian of **Racer** and am making this agreement on behalf of myself and **Racer**. If I am the parent or legal guardian of **Racer**, **I AGREE TO INDEMNIFY AND REIMBURSE** the **RELEASED PARTIES** for their defense and indemnity from any claim or liability in the event that **Racer** suffers **SPORTS INJURIES** as a result of **Racer's PARTICIPATION IN THE SPORT**, even if caused in whole or in part by the negligence (whether active or passive) of any of the **RELEASED PARTIES**, to the fullest extent allowed by law.

H. I VOLUNTARILY ASSUME ALL RISKS, KNOWN AND UNKNOWN, OF SPORTS INJURIES, HOWEVER CAUSED, EVEN IF CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION, OR NEGLIGENCE OF THE RELEASED PARTIES, TO THE FULLEST EXTENT ALLOWED BY LAW.

I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THE POTENTIAL DANGERS OF ENGAGING IN SKATEBOARDING OR SKATEBOARD RACING, AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS AGREEMENT, AND THAT I UNDERSTAND AND AGREE THAT THIS DOCUMENT IS LEGALLY BINDING AND WILL PRECLUDE ME FROM RECOVERING MONETARY DAMAGES FROM THE ABOVE LISTED ENTITIES AND/OR INDIVIDUALS, WHETHER SPECIFICALLY NAMED OR NOT, FOR PERSONAL INJURY, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, OR ANY OTHER PERSONAL OR FINANCIAL INJURY SUSTAINED BY ME IN CONNECTION WITH SKATEBOARDING OR SKATEBOARD RACING.

WARNING: BY SIGNING, YOU ARE WAIVING SIGNIFICANT LEGAL RIGHTS. DO NOT SIGN WITHOUT READING!

Racer's Signature

Date

Print Racer's Name

Signature of Racer's Parent or Legal Guardian if Racer under 18 years of age Date I