

Event Release & Waiver of Liability



Please read carefully and then sign on page 2. This is a legal document that impacts your legal rights.

I desire to attend and participate in The Policymaker Ride (“Event”) on July 19, 2019, in Multnomah and Clackamas counties sponsored by The Intertwine Alliance, Metro, Urban Greenspaces Institute, MODA, Mayer/Reed, Otak, Inc., Alta Planning + Design, and Portland Bureau of Transportation (hereafter collectively as: “Policymaker Ride Sponsors” or “PRS”). As consideration for being invited by PRS to attend and participate in the Event, I agree to all of the terms and conditions set forth in this Release and Waiver of Liability and Photographic & Video Release (this “Agreement”).

Assumption of Risk

I hereby freely assume the above-mentioned risks and hazards as well as other risks not listed that are part of this activity, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Event or during any transportation to or from the Event—including any injury or loss caused by the negligence of PRS, its employees, agents and officers, its contractors, and other Event participants.

Waiver of Liability

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction, against PRS, and its officers, directors, employees, contractors, agents, affiliates, members, successors and assigns, funders or other partners, (collectively, "Releases") arising out of or attributable to any occurrence at the Event, (including transportation to or from the Event), whether arising out of the negligence of the Releases or otherwise. I covenant not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. To the fullest extent permitted by applicable law, I hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, defamation, invasion of rights of privacy, rights of publicity, intrusion, false light, public disclosure of private facts, physical or emotional injury or distress or any similar claim or cause of action in tort, contract or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims") arising directly or indirectly from the Authorized Persons' (as defined below) exercise of their rights under this Agreement and the use and exploitation of the Materials, and whether resulting in whole or in part by the negligence of PRS or any other person, covenants not to make or bring any such Claim against any Authorized Person and forever releases and discharges the Authorized Persons from liability under such Claims.

Indemnification

I shall defend, indemnify and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to my attendance at or participation in the Event. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

Photography & Video Release

I hereby irrevocably permit, authorize and license PRS and its affiliates, successors and assigns, and their respective licensees and the employees, officers, directors and agents of each and all of them ("Authorized Persons"), to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use and permit others to use my image, likeness, appearance, voice, and all materials created by or on behalf of PRS that incorporate any of the foregoing ("Materials") on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created without further consent from or royalty, payment or other compensation to me. I hereby irrevocably transfer and assign to PRS my entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers.

Conclusion

This Agreement constitutes the sole and entire agreement of PRS and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of PPS and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Multnomah County, Oregon and I hereby consent to the exclusive jurisdiction of such courts.

By signing, I acknowledge that I have read and understood all of the terms of this Agreement, and that I am voluntarily giving up substantial legal rights, including the right to sue the Policymakers Peloton Sponsors.

If I am under 18 years of age, my parent or legal guardian has completely reviewed this Agreement, understands and consents to its terms, and authorizes my participation by his/her signature below.

Please write legibly and sign here:

By: _____, as an individual.

Date: _____

Name (first, last) _____

Address _____

City _____ State _____ Zip code _____

Email _____ Phone _____