

Columbus Outdoor Pursuits, Inc. Liability Release & Waiver, Publicity/Photo Release, Indemnification Agreement, Medical Treatment Permission and Jurisdiction Agreement (the “Agreement”)

Read Before Signing

In signing this Agreement for myself or for the named participants listed below who are under age 18 (collectively, “my family”), if any, I acknowledge my understanding that those participating in a Columbus Outdoor Pursuits event, related event, or activity (collectively, “Event”) will be exposed to risks of serious bodily injury, sickness, or death due to circumstances inherent in or related to this Event, including the negligent acts or omissions of others. I also understand and am aware that there are a variety of specific risks and dangers inherent in a voluntary Event such as this including, without limitation, falls, collisions with other participants, motor vehicles, or stationary objects. I understand that the Event may be either outdoors or indoors or both and therefore there may be exposure to: adverse weather conditions that could cause heat exhaustion or frostbite; poor sanitation; air or water borne microorganisms, bacteria, viruses, and other infectious diseases; rising water; drowning; falling objects; or other hazards. Furthermore, Events may involve close proximity to other people that may increase the possibility of becoming infected with bacteria, a virus, or an infectious disease. Columbus Outdoor Pursuits has put in place preventative measures to reduce the spread of bacteria, viruses, and infectious diseases, however, I understand that Columbus Outdoor Pursuits cannot guarantee that I or my family will not become infected. I am solely responsible for my own physical condition and the condition of my family and I am aware that anyone who is inadequately prepared, trained or in inadequate physical condition is more likely to be injured or killed. I further understand that there is a risk of becoming lost or separated from the rest of the group and I may incur personal liability for the costs of rescue of me or members of my family. I also understand that I may become infected or injured while participating in an Event due to my own carelessness or because of actions, omissions, or negligence of others. Despite these risks and in exchange for being permitted to participate in this Event, I voluntarily agree to assume all of these and other risks inherent in the Event for myself and my family.

I acknowledge that I or my family is physically capable and sufficiently trained for the completion of this Event. I also attest that the equipment used by me or my family has been inspected by me and is in good condition and that I or my family is familiar with its proper use. I am also aware that any medical support provided for this Event, if any, is likely to be limited to that provided by volunteer personnel with limited first aid training, who may be called upon to provide assistance to me or my family during the Event. I consent and authorize any such volunteer to assist me or my family or to perform such assistance as, in the opinion of such person, may be necessary or appropriate. I understand further that any such medical or other services provided to me or my family is not an admission of liability to provide or to continue to provide any such services and is not a waiver by any of said parties’ rights under this Agreement.

I understand that Columbus Outdoor Pursuits assumes no responsibility or liability with respect to my participation in this Event. I agree, however, to abide by any decision of any official of Columbus Outdoor Pursuits relative to my ability to safely participate in this Event. I promise, as well, for myself or my family to wear any safety equipment as required by an official of Columbus Outdoor Pursuits such as, but not limited to, helmets, guards, or personal flotation devices. The bicycle helmet will be CPSC, ASTM or SNELL approved and worn at all times while riding the bicycle. I agree to waive my rights to any benefits associated with this Event if I fail to wear appropriate safety equipment.

Having read this waiver and knowing these facts and in consideration of Columbus Outdoor Pursuits' acceptance of my application for participation in this Event, I, for myself, my family, and anyone entitled to act on my behalf, do hereby agree to release, hold harmless, and discharge Columbus Outdoor Pursuits, all sponsors, representatives and volunteers, any involved municipalities or other organizations and the boards, trustees, officers, employees, or volunteers of any of them, from any and all claims or liabilities of any kind arising out of my participation and/or my own acts of negligence in this Event whether or not liability may arise out of acts, omissions, negligence, recklessness or carelessness on the part of the persons or entities named in this waiver.

I also grant permission to Columbus Outdoor Pursuits and its sponsors to use any photographs, motion pictures, recordings or any record of this Event for legitimate purposes.

I further agree to indemnify the persons and entities listed in this Agreement for any liability they incur to me, a member of my family, or the participation in connection with this Event.

I further agree that if, in breach of this Agreement, I institute any judicial proceedings against any of the persons listed in this Agreement in connection with this Event, I shall bring them in the Common Pleas Court of Franklin County, Ohio, or in the United States District Court of the Southern District of Ohio, located in Columbus, Ohio, and I consent to personal jurisdiction in those courts. I further agree that, if in breach of this Agreement, I institute any such proceedings, I am responsible for all costs and attorneys fees of any person or entity against whom I institute such proceedings.

Having Read AND Understood This Agreement, I Voluntarily AND Knowingly Sign It.

Printed Name: _____

Signature: _____

Date: _____