

## **PACIFIC TRIKEFEST TEST RIDE AGREEMENT AND POLICIES**

Attendee (“Attendee”) of the Pacific TrikeFest, Inc (“TrikeFest”) agrees to the following Test Ride Agreement and Policy (“Terms”) on behalf of him/her/themself as well as any accompanying minor under the Attendee’s uninterrupted control (“Minor”).

Attendee is at least 18 years of age and

- purchasing a ticket for Attendee
- purchasing a ticket for a Minor
- purchasing a ticket for another Attendee over 18 years of age

Attendee must present a valid driver’s license or state issued picture ID (“ID”) at event registration. Minor must be accompanied at all times by Attendee.

Pacific TrikeFest may revise the Terms. Attendee and Minor agree to revised Terms.

### **Equipment**

TrikeFest staff, exhibitors, vendors and volunteers (“Staff”) will make best efforts to ensure all equipment is properly-functioning and properly-adjusted. Staff will make best efforts to demonstrate safe operation of equipment.

Attendee is responsible for notifying Staff of any damage or malfunction to equipment. Damage sustained to equipment while under Attendee’s or Miner’s control will be repaired and Attendee agrees to pay repairs at Manufacturer’s Suggested Retail Pricing for repair parts in addition to RecumbentPDX labor rates (\$90.00 per hour).

### **Safe Test Riding**

Test riding is an opportunity to experience the joy of recumbent riding. Attendee and Minor will operate equipment in a safe manner as directed by Staff.

- Attendee assumes full responsibility for assessing Attendee’s and Minor’s suitability for test riding.
- Attendee and Minor will be fitted with a TrikeFest-provided helmet. Alternatively, Attendee and Miner may provide their own CPSC-approved helmet. Helmet must be properly fastened and worn according to manufacturer’s specifications during test rides.
- While the equipment is in motion, Attendee and Minor will keep feet on the pedals at all times. If Attendee or Minor has any limitations that might cause foot or feet to leave the pedal, Attendee will notify Staff prior to riding. While TrikeFest will make all available effort to ensure safe riding, it is the Attendee’s responsibility of behalf of self and Minor to ensure safe riding.
- Staff has full discretion to refuse to allow any Attendee or Minor to operate equipment
- While recumbent trikes are stable on three wheels, they can be rolled over causing injury. Attendee and Minor
  - Will maintain a safe and reasonable speed. Do NOT ride fast or turn suddenly as this may roll a trike.

- Apply the brakes in an even, modulated fashion. Do NOT lock the brakes in a panic stop as this may roll a trike.
  - Exercise special care when riding on uneven surfaces.
  - Will exercise care entering and leaving test circuit.
- Attendee and Minor attest to adequate physical health and are not under the influence of drugs or alcohol.

### **Assumption of Risk, Waiver**

Attendee on behalf of him/her/their self and Minor understands and accepts that testing this recumbent and participating in cycling exposes Attendee and Minor to hazards and risk, and Attendee hereby assume for him/her/their self and Minor for all risk of injury, death or damage to property during test ride.

In consideration of Trikefest providing this equipment, Attendee and Minor HOLD HARMLESS AND DEFEND from any and all liability or claims for injury, death and damage to property:

- Pacific TrikeFest, Inc, Re-Bent Portland Recumbent Bikes, Inc and its affiliates, officers, directors, agents, and employees
- Portland Community College and its affiliates, officers, directors, agents, and employees
- Pacific TrikeFest volunteers, contractors and exhibitors

Attendee will immediately report any damage or injury to Staff and receive an immediate written acknowledgement of report.

This agreement will be governed by and interpreted in accordance of the laws of Multnomah County, Oregon. Any action must be brought in Multnomah County, Oregon. For any adjudication, the prevailing party will be entitled to the recovery of reasonable legals fees and court costs.

### **Additional Policies**

- TrikeFest and RecumbentPDX will use Attendee and Dependent photos, videos and information for marketing and advertising without restriction.
- TrikeFest and RecumbentPDX respects customer privacy and, upon WRITTEN REQUEST ACKNOWLEDGED BY RECUMBENT/PDX, will take reasonable steps to remove any photos, descriptions and likenesses.
- TrikeFest and RecumbentPDX will share Attendee information with TrikeFest exhibitors.