

# RELEASE & WAIVER OF LIABILITY

LAST NAME \_\_\_\_\_

FIRST NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

STATE \_\_\_\_\_

ZIP CODE \_\_\_\_\_

PHONE NUMBER W/AREA CODE \_\_\_\_\_

AGE \_\_\_\_\_

In consideration of the acceptance of my request for admittance into CAMBr & CAMBr Chapter ("Club") sponsored Mountain Biking and Trail Work Activities ("Activity"), the undersigned, for myself, my heirs, my spouse, executors, administrators and assigns, hereby waive and release any and all claims for damages, for death, personal injury, loss of property or property damage I may have or that subsequently accrue to me or to my heirs, my spouse, executors, administrators and assigns as a result of my participation in the Activity herein described.

I, the undersigned, discharge and release in advance the promoters, sponsors, volunteers, the promoting clubs, other participants, administrators, board members, directors, owners, lessors, municipalities, counties involved. It is my intention to release persons acting as board members and directors both individually and in their status as board member or director. I voluntarily assume all risks of loss, damage or injury that may be sustained while participating in this activity. I understand and agree that medical or other services rendered to me by, or at the instance of, any of the persons or entities mentioned above, is not an admission of liability nor is it a waiver of any of the persons or entities mentioned above of any right hereunder.

I ACKNOWLEDGE, agree and represent that I understand the nature of mountain biking and trail work activities and that I am qualified, in good health, and in proper physical and mental condition to participate in such Activity. I recognize and understand that working on trail maintenance projects and other work parties, whether or not using equipment, by way of example but not limited to, powered equipment, saws, rakes, shovels, pulaskis, and other trail work aids, whether used by myself or others, involves risk of serious bodily injury and/or death; and that accidents occasionally occur during such events. I shall wear appropriate safety equipment while performing volunteer work, and if operating motorized or power equipment shall possess the appropriate training for such item. I further acknowledge that the Activity may be conducted over public roads, trails, and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I understand that some trails are remote and may include hazards related to nature and wilderness environments, and may be badly designed, unmaintained, and/or be hazardous for mountain biking without warning. I understand the Activity may involve carpool travel in private vehicles which involves hazards related to traffic and driver error. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

I FULLY UNDERSTAND that:

- a) MOUNTAIN BIKING AND TRAIL WORK ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks").
- b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
- c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time, and I understand that I alone am responsible for my safety and that the actions or instructions of others may put me at risk if I follow them without thinking for myself. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation (or that of the minor) in the Activity.

I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE CAMBr, CAMBr Chapters, their respective administrators, board, directors, agents officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from litigation, litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I ALSO GIVE PERMISSION for the free use of my name, voice or picture in any broadcast, telecast, photograph, advertising promotion or other account of this event.

\_\_\_\_\_ DATE

\_\_\_\_\_ Printed PARTICIPANT NAME

\_\_\_\_\_ PARTICIPANT SIGNATURE

Complete section below for minors only:

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF MOUNTAIN BIKING AND TRAIL WORK ACTIVITIES, AND I UNDERSTAND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN THE ACTIVITY.

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN SUCH ACTIVITY.

I HEREBY WAIVE ANY CLAIM ARISING FROM THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR OR ANYONE ON THE MINOR'S BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY LEGAL ACTION.

\_\_\_\_\_ Printed PARENT OR GUARDIAN NAME

\_\_\_\_\_ PARENT OR GUARDIAN SIGNATURE