

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the event, and for other good and valuable consideration, I am assuming risks, and agreeing to indemnify, not to sue and release and discharge from liability arising from negligence the organizers of the event and its owners, directors, officers, employees, agents, volunteers, participants, and their respective agents, insurers, employees, volunteers, members, clubs, officials, sponsors, event directors, local associations, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in this event, whether as a rider, official, coach, mechanic, volunteer, spectator, or otherwise, and fully assume the risks associated with such participation including, by way of example, and not limitation; dangers associated with man-made and natural jumps; the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, the Releasees' own negligence, the negligence of others and weather conditions, and the possibility and/or mental trauma or injury, or death associated with the event.
2. I hereby waive, release, discharge, hold harmless, and promise to indemnify and not to sue the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner associated with this event, and their respective agents, officials, and employee through or by which the event will be held, (the foregoing are also collectively deemed to be Releasees), from any and all rights and claims including claims arising from the Releasees own negligence to the maximum extent permitted by the law, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the event course and agenda, the Releasees' rules, and any special regulations for the event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the event which may be out of the control of the Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility of the condition and adequacy of my equipment, any provided for my use, and my conduct in connection with this event. I will wear a helmet that can protect against any serious head injury, and assume all responsibility and liability for the selection of such a helmet and any modifications or attachments made thereto.
3. I acknowledge that participating in the event involves know and unanticipated risks which could result in physical and emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
4. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time, I

Please turn over, read, sign, and date.

- believe that event conditions are unsafe or that I am unable to participate due to the physical or medical conditions, then I will immediately discontinue participation.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
 6. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume- and bear the costs of – all risks that may be created, directly or indirectly, by such condition.
 7. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located; I further agree that the substantive law of that state shall apply.
 8. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence and I am giving up substantial legal rights. This release is a contract with legal and binding consequences and it applies to all activities entered at the event whether or not listed above.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Signature _____ Print Name _____
 Address _____ City _____ State _____ Zip _____
 Telephone () _____ Date _____
 Emergency Contact Name and Phone Number _____

Parent or Guardian Additional Agreement
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____

Please turn over, read, sign, and date.