

Mount Wilson Bicycling Association
RELEASE OF LIABILITY & INDEMNITY AGREEMENT
For Calendar Year(s) 20__

This is a legally binding contract. Please read it carefully before signing.

I, _____, have voluntarily agreed to participate in trail maintenance and similar activities (“Activities”) organized and/or sponsored by the Mount Wilson Bicycling Association (“MWBA”). In consideration for MWBA permitting me to participate in the Activities, I acknowledge and agree as follows:

- The Activities will take place outdoors in a wilderness environment in mountainous terrain, including on multi-use trails, fire roads, and/or “off-trail” areas that contain steep and uneven natural surfaces where no outside services are available or provided and where rescue and medical services are limited and slow, if available at all;
- The Activities are physically demanding and dangerous, and have risks and dangers that cannot be eliminated and that may cause injury, death and/or property damage, including, without limitation, the following: cuts, wounds, contusions, broken bones, sprained muscles, animal or insect bites/stings, exposure, dehydration, hypothermia, heat exhaustion, and/or head injuries;
- I am (1) in good physical condition and emotional/mental health, (2) not suffering from any condition (including, without limitation, any disease or disability) that can hinder my participation in the Activities, and (3) capable of participating in the Activities without special accommodation;
- At all times that I am involved in the Activities, I will wear protective outdoor clothing, closed-toe shoes, gloves, and other appropriate apparel, and if I have any concerns regarding whether my apparel is appropriate, I will discuss those concerns with an MWBA staff member before participating in the Activities;
- I will immediately cease participating in the Activities if I am unable to continue such participation for any reason and will promptly notify an MWBA staff member;
- I will be responsible for my own safety while participating in the Activities;
- I am voluntarily participating in the Activities, with my knowledge of the dangers involved, and I hereby agree to accept any and all risks of injury, death, and/or property damage;
- I consent to receive medical treatment should an injury, accident, illness, and/or any other similar circumstance occur during the Activities in which treatment is deemed necessary by a qualified medical professional;
- I grant full permission to MWBA to use (without any notice or compensation to me) the names, photographs, and videography of, and any quotations from me in promotions, publicity, marketing, and/or advertising for, the Activities;
- I am eighteen (18) years of age or older;
- **I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and agree not to make a claim against or sue MWBA, the U.S. Forest Service, and/or the International Mountain Bicycling Association, and their respective officers, directors, employees and/or agents (“Releasees”) for any and all injury, disability, death or loss or damage to person or property (whether arising from the negligence of the Releasees or otherwise) as a result of, arising from or in connection with the Activities. I will indemnify each Releasee from and against any loss, cost, expense, damage or liability that such Releasee may incur as a result of, arising from or in connection with such claim or suit, including, without limitation, any attorney’s fees or other costs or expenses or litigation; and**
- **I intend this agreement 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 invalid, the remainder will continue in full legal force and effect.**

My signature below evidences that I have carefully read this agreement, fully understand its contents, and understand that **by signing this agreement I am giving up legal rights and/or remedies that may otherwise be available to me.** I am aware that this is a release of liability and a contract to indemnify between myself and MWBA, and I sign it of my own free will. I understand that this release will remain in effect at all times during the calendar year(s) set forth above.

Dated

Participant’s Signature

Home Address

City, State, Zip Code

MWBA Staff Initials

Telephone Number

Mount Wilson Bicycling Association
RELEASE OF LIABILITY & INDEMNITY AGREEMENT
For Calendar Year(s) 20__

This is a legally binding contract. Please read it carefully before signing.

I, _____, the parent or legal guardian of _____,
print full name of parent/legal guardian *print full name of child*

acknowledge that my child has voluntarily agreed to participate in trail maintenance and similar activities (“Activities”) organized and/or sponsored by the Mount Wilson Bicycling Association (“MWBA”). In consideration for MWBA permitting my child to participate in the Activities, and on behalf of myself and my child, I acknowledge and agree as follows:

- The Activities will take place outdoors in a wilderness environment in mountainous terrain, including on multi-use trails, fire roads, and/or “off-trail” areas that contain steep and uneven natural surfaces where no outside services are available or provided and where rescue and medical services are limited and slow, if available at all;
- The Activities are physically demanding and dangerous, and have risks and dangers that cannot be eliminated and that may cause injury, death and/or property damage, including, without limitation, the following: cuts, wounds, contusions, broken bones, sprained muscles, animal or insect bites/stings, exposure, dehydration, hypothermia, heat exhaustion, and/or head injuries;
- My child is (1) in good physical condition and emotional/mental health, (2) not suffering from any condition (including, without limitation, any disease or disability) that can hinder his/her participation in the Activities, and (3) capable of participating in the Activities without special accommodation;
- At all times that my child is involved in the Activities, s/he will wear protective outdoor clothing, closed-toe shoes, gloves, and other appropriate apparel, and if I or my child have any concerns regarding whether his/her apparel is appropriate, we will discuss those concerns with an MWBA staff member before participating in the Activities;
- My child will immediately cease participating in the Activities if s/he is unable to continue such participation for any reason and will promptly notify an MWBA staff member;
- My child will be responsible for his/her own safety while participating in the Activities;
- My child is voluntarily participating in the Activities, with both my and his/her knowledge of the dangers involved, and I hereby agree to accept any and all risks of injury, death, and/or property damage;
- I consent to my child receiving medical treatment should an injury, accident, illness, and/or any other similar circumstance occur during the Activities in which treatment is deemed necessary by a qualified medical professional;
- I grant full permission to MWBA to use (without any notice or compensation to me or my child) the names, photographs, and videography of, and any quotations from, my child in promotions, publicity, marketing, and/or advertising for, the Activities;
- **I, for myself and on behalf of my child, heirs, assigns, personal representatives and next of kin, hereby release and agree not to make a claim against or sue MWBA, the U.S. Forest Service, and/or the International Mountain Bicycling Association, and their respective officers, directors, employees and/or agents (“Releasees”) for any and all injury, disability, death or loss or damage to person or property (whether arising from the negligence of the Releasees or otherwise) as a result of, arising from or in connection with the Activities. I will indemnify each Releasee from and against any loss, cost, expense, damage or liability that such Releasee may incur as a result of, arising from or in connection with such claim or suit, including, without limitation, any attorney’s fees or other costs or expenses or litigation; and**
- **I intend this agreement 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 invalid, the remainder will continue in full legal force and effect.**

My signature below evidences that I have carefully read this agreement, fully understand its contents, and understand that by signing this agreement I (on behalf of myself and my child) am giving up legal rights and/or remedies that may otherwise be available to me and/or my child. I am aware that this is a release of liability and a contract to indemnify between myself and MWBA, and I sign it of my own free will. I understand that this release will remain in effect at all times during the calendar year(s) set forth above.

Dated

Parent/Legal Guardian’s Signature

Home Address

City, State, Zip Code

MWBA Staff Initials

Telephone Number