

**VERMONT MOUNTAIN BIKE ASSOCIATION**  
**RELEASE, WAIVER OF LIABILITY,**  
**ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**PLEASE READ THIS DOCUMENT CAREFULLY. It has important legal consequences.**

This Waiver and Release of Liability Form (“Release”) between the undersigned participant and VERMONT MOUNTAIN BIKE ASSOCIATION (“VMBA”) applies to any and all events sponsored, led, or organized by, or in any way involving, VMBA and its SUBORDINATE CHAPTERS (“CHAPTERS”), including, but not limited to any volunteer trail work days, group rides, festivals, clinics, races, seminars, and any other events, services or activities in any way connected with or related to mountain biking with VMBA and its Chapters (hereafter referred to as an “Event”).

In consideration for allowing my participation in this Event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. **ASSUMPTION OF RISK:** I acknowledge that this Event may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, and/or producers of the Event. These risks are not only inherent to participants, but are also present for volunteers. I further understand and agree that any injury, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility. I understand that participating in the Event may subject me to various dangers inherent in that activity, and I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THE EVENT.
2. **COVID-19:** I HEREBY FURTHER UNDERSTAND AND ASSUME ALL RISKS ASSOCIATED WITH MY POTENTIAL CONTRACTION OF COVID-19 WHILE PARTICIPATING IN ANY EVENT. I agree to review and comply with any and all COVID-19 protocols and procedures adopted by VMBA and its CHAPTERS to participate in any Event. I acknowledge and understand that these protocols are not a guarantee that I will not contract COVID-19 while participating in the Event, and that VMBA cannot guarantee that all other participants will follow VMBA’s protocols.
3. **COMPLIANCE WITH RULES:** I agree to conduct myself in accordance with any applicable VMBA and Chapter policies and procedures. I further agree to abide by all the rules and requirements of the Event. I acknowledge that VMBA has the right to terminate my participation in the Event if it is determined that my conduct or continued participation in the Event is detrimental to the best interests of VMBA, my conduct violates any rule of the VMBA and its CHAPTERS, or for any other reason in VMBA’s sole discretion.
4. **RELIANCE:** I acknowledge that this Release will be used and relied upon by the Event holders, sponsors, and organizers, including VMBA and its CHAPTERS, for the activity or Event in which I am participating, and that it will govern my actions and responsibilities at the Event.
5. **RELEASE AND WAIVER OF LIABILITY :** I WAIVE, RELEASE, AND DISCHARGE VMBA and ITS CHAPTERS, and/or its directors, officers, employees, volunteers, representatives, and agents, the activity or Event holders, sponsors, Event volunteers (the “Releasees”), from any and all liability, including but not limited to, any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising out from my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me as a result in my participation in the Event; **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE RELEASEES, AND REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE EVENT, OR ANY ADJUNCT TO THE ACTIVITIES, OCCURS OR IS BEING CONDUCTED.** I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own negligent acts. I understand and agree that VMBA and its CHAPTERS shall not in any way be responsible for other contingent losses arising from any injury I sustain, including but not limited to loss of wages and that I am responsible for the cost of all medical services I may require as a result of participating in the Event.

