

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

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

The individual named below (referred to as "I" or "me") desires to volunteer and/or participate in events, activities and programs consisting of, but not limited to, trail days, group rides, festivals, clinics, races, seminars, general trail riding, general membership activities, volunteer work days, and any other associated mountain biking or volunteer activities (the "Activity") provided/sponsored by, affiliated with, or in any way connected to, the VERMONT MOUNTAIN BIKE ASSOCIATION ("VMBA") and its SUBORDINATE CHAPTERS ("Chapters") (and collectively, the "Company").

In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument ("Release"):

1. **ASSUMPTION OF RISK:** I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, permanent disability, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants and volunteers, course conditions, course surface, course layout, purposeful jumps, drops or terrain other elements, natural hazards such as trees or rocks, unforeseen hazards arising during the Activity, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, and/or producers of the Activity. These risks are not only inherent to participants, but are also present for volunteers. I further understand and agree that any bodily injury, psychological injury, pain, illness, property damage, disability, or death that I may sustain by any means is my sole responsibility. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**
2. **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 Activity. I acknowledge that VMBA has the right to terminate my participation in the Activity if it is determined that my conduct or continued participation in the Activity 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.
3. **RELIANCE:** I acknowledge that this Release will be used and relied upon by the Activity holders, sponsors, and organizers, including VMBA and its CHAPTERS, for the event or Activity in which I am participating, and that it will govern my actions and responsibilities at the Activity.
4. **RELEASE AND WAIVER OF LIABILITY:** I WAIVE, RELEASE, AND DISCHARGE VMBA and ITS CHAPTERS, and/or its directors, officers, employees, volunteers, representatives, and agents, 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 (bodily or psychological), property damage, property theft, or actions of any kind which may hereafter occur to me as a result in my participation in the Activity; **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE ACTIONS, OMISSIONS OR ORDINARY NEGLIGENCE OF 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 ACTIVITY, 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 the Releasees 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 Activity. This does not apply to claims due to gross negligence or the intentional misconduct on the part of Releasees.

5. **INDEMNITY:** I AGREE TO INDEMNIFY, HOLD HARMLESS, DEFEND, AND PROMISE NOT TO SUE Releasees from any and all actions, suits, liabilities, damages, injuries or claims arising out of or resulting from any claim of a third party related to my participation in the Activity, whether caused by the ordinary negligence of the Releasees or otherwise. This does not apply to claims due to gross negligence or the intentional misconduct on the part of Releasees.
6. **RIGHT TO USE:** I hereby authorize the Company to use, without compensation, my name, and images of me or my likeness, including, posts to any website or social media page, book, e-book, publication, report, white paper, newspaper or magazine article, live or recorded presentation, radio or television program, PowerPoint slide deck, website or social media page or posting, blog post, or any other publication in all forms of media whether now existing or developed in the future. I hereby waive any right that I may have to inspect and/or approve the use of such materials, or to receive compensation for same, and acknowledge that the Company has not made any promise or guarantee that such materials will be used or published in any way.
7. **MEDICAL TREATMENT:** I have informed the Company of any medical or mental conditions that would affect my ability to safely participate in the Activity. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services. I understand that the Company may not have medical personnel available at the location of the Activity.
8. **CHOICE OF LAW:** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Vermont.
9. **SEVERABILITY:** I also agree that the foregoing agreement is intended to be as broad as is permitted by the law of the State of Vermont, and that if any portion of this agreement is held invalid, void or unenforceable, I agree that the remainder shall nonetheless continue in full legal force and effect.

[SIGNATURE PAGE FOLLOWS]

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. BY MY SIGNATURE I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Signature of Participant:

Printed Name of Participant:

Date:

I certify that I am a parent of Participant and/or have legal custody of Participant or am the legal guardian of Participant by court order. **I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES,** and I join with Participant in agreeing to the terms of this agreement in consideration for VMBA allowing the Participant to participate in the Activity.

Signature of Parent or Legal Guardian:

Printed Name of Parent or Legal Guardian:

Date:
