

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND
INDEMNITY AGREEMENT (“AGREEMENT”)**

In consideration for being permitted to participate in any way in Mere Mortals Mountain Biking (“Club”) organized, sponsored, or informal bicycling activities (“Activity”), NOW OR IN THE FUTURE, including but not limited to mountain bike rides and clinics and trail improvement and maintenance, I for myself, my personal representatives, assigns, heirs, and next of kin:

1. acknowledge, agree, and represent that I: (a) understand the nature of the Activity, including that it may be conducted over roads, trails, lands and facilities where known and unknown hazards are to be expected, (b) am qualified to participate in such Activity, and (c) agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity;
2. FULLY UNDERSTAND THAT THE ACTIVITY MAY INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURIES, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“Risks”), including Risks caused by the actions or inactions of myself and other participants, the conditions under which the Activity takes place, the negligence of the Releasees named below, and social and economic losses not known or foreseeable to me at this time;
3. ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR BODILY INJURY, DEATH, PROPERTY DAMAGE OR OTHER LOSSES AND COSTS I incur as a result of my participation in the Activity;
4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, other participants, any sponsors or advertisers, owners and lessors of land and premises on which the Activity takes place, and their respective administrators, officers, directors, agents, members, or employees (each considered one of the “RELEASEES” covered by this Agreement) 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;
5. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each Releasee from any claim, lawsuit, loss, cost, or damages asserted by me or on my account and caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.

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.

