

## RELEASE AND WAIVER OF LIABILITY AGREEMENT

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE ORGANIZER OF THIS EVENT, THE LAGUNA BEACH INTERSCHOLASTIC MOUNTAIN BIKE TEAM, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASED PARTIES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL RACES AND ACTIVITIES ENTERED AT THE EVENT, REGARDLESS WHETHER OR NOT LISTED ABOVE. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING. I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

In consideration of my entry and of my own free will, I, for myself, my heirs, executors, and administrators, forever waive, release, and give up any claims, demands, liability damages, costs, and expenses of any kind whatsoever, including personal injuries to me or wrongful death, against RELEASED PARTIES, caused in whole or in part by my or others negligence or other fault of the parties or persons. I HEREBY WAIVE RELEASE DISCHARGE HOLD HARMLESS and agree not to sue and indemnify the sponsors of this event, the organizers and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts, and properties and their respective agents, officials, through or by which the events will be held (collectively, the "Released Parties") FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' OWN NEGLIGENCE. I am aware of the potential natural or unnatural hazards and that there is no medical insurance for this event. As an express condition of being permitted to participate in this event, I represent that I have observed races of the type I now seek to participate in and have had the opportunity to inspect the race course, racing surfaces, access roads, trail markings, barriers or lack thereof, lighting or lack thereof and weather conditions. Whether or not I have exercised the foregoing opportunity, I further understand and accept that each of the foregoing conditions, as well as the contestants, participants and spectators pose a danger to me. I know, fully appreciate, and understand the scope, nature and extent of the risks involved in bicycle racing. I understand that by signing this document I am releasing the "Released Parties" from any and all liability. Additionally I understand that I may be photographed or video taped by private persons, news and/or other media and these photographs or videos may be used commercially and/or by other parties.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent or Guardian if under 18 \_\_\_\_\_ Drivers License # \_\_\_\_\_  
(if signing for a minor)

25 mile \_\_\_\_\_ 50 mile \_\_\_\_\_ Adult ride partner (if under 15) \_\_\_\_\_

Cell phone # \_\_\_\_\_