

## PARK COUNTY PEDALERS, Inc. Liability Waiver

### **Park County Pedalers, Inc. release and waiver of liability, assumption of risk, and indemnity and parental consent agreement (agreement)**

In consideration of being permitted to participate in any way in the Park County Pedalers, Inc. ("Club") Sponsored Volunteer Activities of trail construction and maintenance ("Activity") I for myself, my personal representatives, assigns, heirs, and next of kin and on behalf of my minor child:

1. Acknowledge, agree, and represent that I understand the nature of the activity and that I am qualified, in good health and in proper physical condition to participate in such activity. I further acknowledge that the activity may be conducted over lands open to the public during the activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe I will immediately discontinue further participation in the activity.

2. Fully understand that: (a) the activity involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("risks"); (b) these risks and dangers may be caused by my own actions, or inaction's, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of the "releasees" named below; there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and responsibility for losses, costs and damages I incur as a result of my participation or that of the minor in the activity.

3. Hereby release, discharge, covenant not to sue the Club, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, advertisers, and if applicable, owners and lessors of premises on which the activity takes place (each considered one of the releasees herein) 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; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf or on behalf of my minor child, makes a claim against any of the releasees, I will indemnify, save and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

#### **MINOR RELEASE**

I, the minor's parent and/or legal guardian, understand the nature of the activity and the minor's experience and capabilities and believe the minor to be qualified, in good health and in proper physical condition to participate in such activity, I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor or anyone on the minor's behalf makes a claim against any of the releasees, I will indemnify, save and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost as may incur as the result of any such claim.

I have read the 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.

DATE:

NAME OF PARTICIPANT: (Print)	PARENT/GUARDIAN (if participant is a minor): (Print)
(Signature)	(Signature)