

**PLEASE READ CAREFULLY!**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

<b>Print First Name</b>	<b>Print Last Name</b>
<b>Birth Date</b>	<b>Age</b>

TO: Evergreen Mountain Bike Alliance (hereafter referred to as Evergreen)

In this agreement the term "mountain biking" shall include but is not limited to: instructional skill sessions, group rides, races, contests, demonstrations, seminars, and other such events and services in any way connected with or related to those activities.

**ACKNOWLEDGEMENT – SAFETY**

I acknowledge that I have been advised to wear an approved helmet while bicycling. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason. I understand that the sole responsibility for my personal safety remains with me, including my physical preparation and fitness to participate in any activities.

**ASSUMPTION OF RISKS**

I am aware that mountain biking involves many risks, dangers and hazards and that injuries are a common and ordinary occurrence of the sport. These risks, dangers and hazards include but are not limited to: mechanical failure of the equipment; changing weather conditions; collision with natural or man made objects including but not limited to exposed rock, earth, trees, stumps or branches on or adjacent to the mountain biking terrain; collision or encounters with other cyclists, vehicles; changes or variations in the bicycling surface or sub- surface; difficulty or inability to control ones speed or direction; negligence of other cyclists or participants; and **NEGLIGENCE ON THE PART OF EVERGREEN OR THEIR STAFF INCLUDING THE FAILURE ON THE PART OF EVERGREEN OR THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.** I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for mountain biking in all phases of the activity, and that many are unmarked. I am voluntarily participating in mountain biking activities. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death or property damage and loss resulting therefrom due to any cause whatsoever and without limitation.

In consideration of Evergreen allowing me to participate in mountain biking and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Evergreen and their respective directors, officers, employees, agents, representatives, volunteers, sponsors, successors, assigns, and all others who are involved (all of whom are hereinafter collectively referred to as "THE RELEASEES") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my participation in mountain biking and/or any events associated with Evergreen, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under Washington State RCW 4.24.210, on the part of the RELEASEES, and also including the failure on the part of the RELEASEES to safeguard or protect me from the risks, dangers and hazards of mountain biking, as referred to above.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in mountain biking;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity; and
4. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the United States of America and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

<b>Signature of Participant</b>	<b>Signature of Parent / Guardian if Participant is under 18</b>
<b>Print Name</b>	<b>Print Name</b>
<b>Date:</b>	