

METRO MOUNTAIN BIKERS of SOUTHEASTERN WISCONSIN

Participant's Release Agreement

This Document Affects Your Legal Rights, Read It Carefully

I, _____, wishing to participate in the following activity described as, mountain biking and/ or trail building (referred to as the "Activity") and knowing that there are certain risks and dangers related to this Activity, hereby agree that:

- (1) I am aware of all the risks and dangers associated with participation in and any transportation to and from this Activity.
- (2) I agree that METRO MOUNTAIN BIKERS OF SOUTHEASTERN WISCONSIN any other sponsors/providers, and their employees, agents and contractors shall not be legally or financially responsible for any loss, injury or damage resulting from any cause, including negligence of any party.
- (3) I understand and agree that any equipment which I provide or may borrow or rent from METRO MOUNTAIN BIKERS OF SOUTHEASTERN WISCONSIN or any other sponsors/providers I use at my own risk. I understand and agree that METRO MOUNTAIN BIKERS OF SOUTHEASTERN WISCONSIN and any other sponsors/providers shall not be liable for any loss, damage or injury resulting from the use or suitability of said equipment and that METRO MOUNTAIN BIKERS OF SOUTHEASTERN WISCONSIN and any other sponsors/providers make no warranties of any kind regarding the equipment.
- (4) In consideration of being allowed to participate in this Activity I personally assume all risks in connection with this Activity. To the fullest extent allowed by law I agree to RELEASE, HOLD HARMLESS and INDEMNIFY METRO MOUNTAIN BIKERS OF SOUTHEASTERN WISCONSIN any other sponsors/providers, and their employees, agents or contractors from any liability for death, injury or other loss or damage which may occur during or as a result of this Activity or during transportation to and from this Activity, whether foreseen or unforeseen, however caused and whether or not caused by negligence.
- (5) I understand that at this event or related activities, I may be photographed by METRO MOUNTAIN BIKERS OF SOUTHEASTERN WISCONSIN I agree to allow my photo, video or film likeness, or reproductions thereof made through any media, including electronic media, to be copyrighted and used for any legitimate purpose by METRO MOUNTAIN BIKERS OF SOUTHEASTERN WISCONSIN or its assigns. To the fullest extent allowed by law, I hereby waive any rights of publicity or privacy that I may have in my name or likeness.
- (6) The terms of this agreement shall serve as a release and assumption of risk binding on my heirs, executor, administrator and all members of my family, including any minors accompanying me. I understand this is a binding contract that supersedes any other agreements or representations, and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. The specific rights of the parties may vary from state to state. If any part of this Release is deemed unenforceable, all other parts shall be given full force and effect.
- (7) I am legally competent to sign this Release or my parent or legal guardian has also read and signed this Release.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL.

Date

(Print your name)

Signature of Participant
(Must also be signed by parent or legal guardian if participant is a minor)

Parent or Legal Guardian
If I am signing on behalf of a minor, in addition to the above, I also agree to RELEASE, HOLD HARMLESS and INDEMNIFY METRO MOUNTAIN BIKERS OF SOUTHEASTERN WISCONSIN, any other sponsors/providers, and their employees, agents and contractors for any claims of the minor. I agree to be responsible for any medical expenses incurred by the minor.