

# 2008 HARDWICK COMMUNITY FAIR

## First Annual Mountain Bike Race And Family Fun Mountain Ride

### Accident Waiver / Release of Liability

IMPORTANT: THIS IS A LEGAL DOCUMENT; PLEASE READ IN FULL AND UNDERSTAND BEFORE SIGNING

You or your minor child (if applicable) may be hurt during your participation in the First Annual Mountain Bike Race and Family Fun Mountain Ride (the "Race"). If you are unwilling to assume all the risks of your or your minor child's participating in the Race, DO NOT sign this document, in which case you will NOT be authorized to participate in the Race, and you will be refunded any monies you paid to register. If you sign this document, BUT make any alterations to it, you may NOT ride in the Race

**FULL NAME** \_\_\_\_\_

**HOME ADDRESS: Street:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_ **Zip:** \_\_\_\_\_

**HOME PHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_**

**BUSINESS PHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_**

**EMAIL:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_ **SEX** \_\_\_\_\_

**EMERGENCY CONTACT:**

**NAME:** \_\_\_\_\_

**RELATIONSHIP:** \_\_\_\_\_ **PHONE: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_**

## **Accident Waiver / Release of Liability**

**1. Assumption of Risks.** I, for myself, or as the parent or legal guardian of the participating minor child whose name is listed below ("Participant"), wish to participate as a rider in the First Annual Mountain Bike Race and Family Fun Mountain Ride ("the "Race") at the 2008 Hardwick Community Fair. I understand that the Race will involve high-speed over rugged terrain. Riders will face many inherent risks and dangers, and participating in the Race may put me or my minor child at risk of serious injury or illness. These dangers include, but are not limited to, falling from my bicycle, colliding with other riders or rocks, trees, stone walls, and other objects on and beside the race course; risk-creating weather conditions and variations in terrain; failure to follow safety procedures, or to stay within ability or control. I am also aware that hazards may exist throughout the Race course, may be unmarked and occur without warning, and that helmets, safety equipment, proficiency checks, supervision and enforcement of rules do not and cannot guarantee my or my minor child's safety. I am or my minor child is able to perform the essential functions required to ride in the Race and I or my minor child is freely and voluntarily participating in the Race. I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AM OF SOUND MIND, HAVE LEGAL AUTHORITY, AND FREELY ACCEPT AND ASSUME THE RISK THAT I OR MY MINOR CHILD CAN SUFFER PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY OR EVEN DEATH BY RIDING IN THE RACE, not only in the ways described above, but also in ways that are unknown and unexpected, even if I follow or my minor child follows instructions or advice.

**2. Consent to medical treatment.** If I am unable to consent at the time, due to injury, illness or absence, I hereby consent to administration of first aid and other emergency medical treatment for such injury or illness that occurs during my or my minor child's participation in the Race. I have or my minor child has adequate health insurance or resources to cover the costs of treatment in case of any such injury or illness. I agree to refrain or cause my minor child to refrain from and not to be impaired by the use of alcohol or any controlled substance (except as medically authorized) while riding in the Race.

**3. Waiver, Release and Indemnification.** I understand and agree that none of the Hardwick Community Fair, its volunteers, employees, or contractors are insurers of my or my minor child's conduct. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE THE AFFILIATES AND ALL OF THEIR TRUSTEES, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR MY MINOR CHILD OR LOSS OR DAMAGE TO ANY PROPERTY BELONGING TO ME OR MY MINOR CHILD, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, ARISING OUT OF OR RELATED TO MY OR MY MINOR CHILD'S PARTICIPATION IN THE RACE. I ALSO AGREE THAT, IN THE EVENT THAT ANY PERSON BRINGS ANY CLAIM OR ACTION, INDIVIDUALLY, OR ON BEHALF OF MY MINOR CHILD, RELATED TO ANY INJURY OR LOSS SUFFERED BY MY MINOR CHILD AS A RESULT OF MY MINOR CHILD'S PARTICIPATION IN THE RACE, THAT I WILL INDEMNIFY THE RELEASEES AGAINST HEIRS, ADMINISTRATORS AND EXECUTORS FOREVER. If any provision herein is found to be unenforceable, it shall not effect the validity of any other provision hereof.

**PRINT NAME & DATE OF BIRTH OF PARTICIPANT:**

**Participant Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**PRINT NAME OF PARENT OR GUARDIAN (if Participant is younger than 18):**

**Parent or Guardian Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent or Guardian Signature:** \_\_\_\_\_

**Circle how related to participant: Parent / guardian**