

_____ **GUNNISON TRAILS EVENTS WAIVER**

PLEASE ACCEPT MY ENTRY IN THE FOLLOWING EVENT:

TODAY'S DATE _____
EVENT NAME _____
EVENT DATE(S) _____
CLUB/TEAM NAME _____
BIRTH DATE _____

PLEASE COMPLETE THE FOLLOWING INFORMATION

Name _____
Address _____
City _____ ST _____ ZIP _____
Phone _____ Email _____
Emergency Contact _____
Emergency Contact Phone _____



I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY GUNNISON TRAILS AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

IN CONSIDERATION OF THE ACCEPTANCE OF MY APPLICATION FOR ENTRY IN THE ABOVE EVENT, I HEREBY FREELY AGREE TO AND MAKE THE FOLLOWING CONTRACTUAL REPRESENTATIONS AND AGREEMENTS.

I ACKNOWLEDGE THAT:

- MOUNTAIN BIKING RACES AND TOURS OR NONCOMPETITIVE RIDES, FOR KIDS AND ADULTS**
- WALKING AND RUNNING RACES THAT TAKE PLACE BOTH ON AND OFF OF ROADS, STREETS, ALLEYS AND HIGHWAYS**
- SKILL CLINICS**
- TRAIL WORK**
- VOLUNTEERING FOR EVENTS**

INITIALS _____

SUCH AS THE EVENT NAME SET FORTH AT THE TOP OF THIS WAIVER, INCLUDING THOSE THAT ARE OPEN TO THE PUBIC, IS AN INHERENTLY DANGEROUS ACTIVITY. I FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS EVENT, whether as a participant, official, coach, volunteer, or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation:

- (1) dangers associated with off-road portions of the event route which may include, but is not limited to dirt and gravel trails and roads, primitive trails, fields, parks, man-made obstacles and obstructions; the dangers of collision with pedestrians, vehicles, other competitors, and fixed or moving objects;
- (2) the dangers arising from surface hazards, including, but not limited to rocks, pot holes, **SNOW, ICE AND MUD**, bridges, both primitive and otherwise, or dangers arising from my own equipment failure or my inadequate safety equipment, use of equipment or materials provided by the event organizer and others;
- (3) Dangers arising from **GUNNISON TRAILS' (WHETHER BY EMPLOYEE, VOLUNTEER OR ANY AGENT) OWN NEGLIGENCE**, the negligence of others or weather conditions;
- (4) And the possibility of serious physical and/or mental trauma or injury, or death associated with these dangers or the event.

INITIALS _____

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected

with this event, and their respective agents, officials, and employees through or by which the events will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW**, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event.

INITIALS _____

I agree it is my sole responsibility to be familiar with the event course and agenda, the Releasees' rules, and any special regulations for the event and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the event which may be beyond the control of the Releasees, and I must continually ride, walk and or/run and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, or of any equipment provided for my use by Releasees, or my affirmative choice to participate in the event without equipment, and for my conduct in connection with the event. **WHEN I OR RELEASEES DEEM REQUIRED, I WILL WEAR A HELMET** that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in this event.

I ALSO UNDERSTAND THAT MY ENTRY INTO THIS EVENT IN NO WAY CONSTITUTES OR IMPLIES THAT I HAVE PERSONAL HEALTH CARE INSURANCE COVERAGE FOR ANY ACCIDENTS OR INJURIES THAT I MAY INCUR DURING THIS EVENT.

I ACKNOWLEDGE THAT I HAVE CURRENT AND ADEQUATE HEALTH CARE INSURANCE COVERAGE AND/OR THAT I ACCEPT SOLE RESPONSIBILITY FOR ANY AND ALL COSTS ASSOCIATED WITH ACCIDENTS AND/OR INJURIES THAT I MAY INCUR AT THIS EVENT.

INITIALS _____

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Signature of Entrant

AGE

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** and our heirs, legal representatives, and assignees.

I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

I PROMISE NOT TO SUE RELEASEES on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the event.

Signature of Parent or Guardian