

# TEAM BIG BEAR MOUNTAIN BIKES, INC. SPECIAL EVENT PARTICIPANT'S AGREEMENT FOR:

EVENT NAME \_\_\_\_\_

TODAY'S DATE \_\_\_\_\_

NAME \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

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## VOLUNTARY RELEASE, WAIVER AND INDEMNITY AGREEMENT

In consideration for Team Big Bear allowing the undersigned to participate in this event, including the practice sessions related thereto:

I, (please print your name) \_\_\_\_\_, for myself, my representatives, heirs and assigns hereby **FOREVER RELEASE AND DISCHARGE** Team Big Bear, all event sponsors and their respective employees, officers, directors, agents and affiliated companies (hereafter Releasees) from any and all liabilities, claims, demands or causes or action that I may hereafter have for any injuries or damages arising out of my participation in mountain biking, whether or not arising out of or incident to this event, including but not limited to losses **CAUSED BY THE NEGLIGENCE OF RELEASEES**, or by hidden, latent, or obvious defects on the premises or in the equipment provided or in the equipment used.

Initials \_\_\_\_\_

I understand and acknowledge that mountain biking activities in general, and particularly mountain bike racing, have inherent dangers that no amount of care, caution, instruction or expertise can eliminate. **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED WHILE PARTICIPATING IN MOUNTAIN BIKING OF ANY TYPE**, including but not limited to variations or changes in surface, lighting or weather conditions, or by hidden, latent, or obvious defects on the premises or in the equipment used. I also recognize that other participants and spectators pose a danger to me and **I VOLUNTARILY ACCEPT ALL RISKS** connected with or arising from my participation in mountain biking, whether or not incidental to my participation in this event, and whether from known or unknown causes.

Initials \_\_\_\_\_

**I HAVE DETERMINED** that any equipment I use for the sport of mountain biking is adequate and appropriate for use in mountain biking activities. I also understand and accept that neither Team Big Bear, nor any of the event sponsors will make any evaluation nor determination of my abilities nor the appropriateness of any portion of my equipment.

Initials \_\_\_\_\_

As an **EXPRESS CONDITION** of being permitted to participate in this event, I represent that I have observed races of the type I now seek to participate in and have had the opportunity to inspect the race course, racing surfaces, access roads, trail markings, barriers or lack thereof, lighting or lack thereof and weather conditions. Whether or not I have exercised the foregoing opportunity, I further understand and accept that each of the foregoing conditions, as well as the contestants, participants and spectators pose a danger to me. I know, fully appreciate, and understand the scope, nature and extent of the risks involved in bicycle racing. **I VOLUNTARILY AND FREELY CHOOSE TO INCUR ALL RISKS AND DANGERS.**

**Initials** \_\_\_\_\_

As a further express condition of being permitted to participate in this event, I agree, for myself and for my heirs, assigns and representatives not to sue Team Big Bear, any event sponsor or any of their respective owners, officers, directors, members, agents or employees, and not to initiate or assist the prosecution of any claim for damages or cause of action which I or my heirs, assigns or representatives may have by reason of my suffering any personal injury, death or damage or destruction to my property arising from the activities contemplated by this agreement.

**Initials** \_\_\_\_\_

I agree for myself and my heirs, representatives and assigns to **INDEMNIFY AND HOLD HARMLESS RELEASEES** from any and all losses, claims, actions, causes or action, or proceedings of any kind which may be initiated by myself or by any other person or organization, including demands for damages, judgments, costs, loss of services or expenses, arising from the activities contemplated by this agreement, including but not limited to reasonable attorney fees incurred by the Releasees herein.

**Initials** \_\_\_\_\_

**PHOTOGRAPH AND MEDIA RELEASE**

I, hereby, grant permission to **RELEASEES** to use my image appearing in any photographs, videotape, motion picture or any other media for any of **RELEASEES'** advertising or promotional purposes whatsoever, in perpetuity throughout the world.

**Initials** \_\_\_\_\_

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<b>Signature</b>	<b>Today's Date</b>	<b>Date of Birth</b>	<b>Age</b>
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On behalf of the above person, who is a minor, I agree for said minor and for myself to be bound by all terms and conditions of the foregoing agreement, including to **INDEMNIFY AND HOLD HARMLESS RELEASEES** as set forth above.

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<b>Signature of Parent or Legal Guardian if Participant is less than 18 years of age</b>	<b>Today's Date</b>	<b>Age</b>
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<b>Parent or Legal Guardian Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
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(\_\_\_\_\_) \_\_\_\_\_  
**Phone Number**