

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participant: _____ (print full name)

Event: _____

Location of Event: _____, California

Date of Event: _____, 20____

THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (this "**Agreement**") is made, as of the date of Participant's signature below, by Participant, for the benefit of MENDOCINO COAST CYCLISTS, INC., a California nonprofit public benefit corporation, and each sponsor (each a "**Released Party**") of the _____ (the "**Event**"). Notwithstanding the foregoing, The term Released Party shall be deemed to include all of the Event's volunteers and (as applicable) each Released Party's heirs, successors, assigns, officers, officials, employees, volunteers, directors, members, managers, and agents.

NOW, THEREFORE, in consideration of the foregoing recital and mutual covenants and conditions contained herein, Participant hereby agrees as follows:

1. Assumption of Risks. "**Activities**" means the Event, and each and every activity arising from or related to the Event including, but not limited to: participating, in any capacity, in the Event; bicycle racing; bicycle riding and racing on a course open to the public and other uses including, without limitation, motor vehicle traffic, and logging and related activities; traveling to and from the Event; cycling related activities; running; walking; watching the Event; attending Event related activities, attending Event related social activities; assisting with the Event as a volunteer or otherwise; assisting other Event participants; traveling between Event locations; driving or riding in or on support vehicles (including but not limited to cars, trucks, scooters, motorcycles, bicycles, and aircraft); loading, unloading, and handling of bicycles, equipment, materials, and supplies; and loading, unloading, and handling of Event related equipment, materials, and supplies. Participant fully acknowledges that the Activities are inherently dangerous and, fully realizing the dangers of participating in the Activities, FULLY ASSUMES THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, but not limited to, the following: INJURY CAUSED BY THE NEGLIGENCE OF ANY RELEASED PARTY; dangers arising from riding and racing on roads and trails open to the public and other simultaneous and non-simultaneous uses including, without limitation, motor vehicle traffic, and logging and related activities; dangers arising from the concurrent use of the Event areas by vehicles, cyclists, runners, equestrians, other Event participants, and non-Event participants; the risk of being injured or incapacitated in a location where it is difficult or impossible for the Event's management to get required medical aid to Participant in time to avoid physical injury or death; being struck by cyclists, runners, walkers, horses, animals, motor vehicles, objects, or persons; dangers arising from animal and insect bites and stings; being attacked by animals; tripping; falling; falling on uneven terrain; falling as a result of being airborne; falling as a result of being struck by a cyclist, runner, walker, horse, animal, motor vehicle, object, or person; collisions with cyclists, runners, walkers, horses, persons, animals, motor vehicles, or fixed or moving objects; the negligence or inexperience of drivers, cyclists, persons, equestrians, runners, or other Event participants; dangers arising from being in remote areas; dangers arising from limited or no access to medical facilities or assistance; dangers arising from a lack of communications; dangers arising from excessive speed; dangers arising from equipment failure or inadequate safety equipment; dangers arising from uneven trails, roads, or other surfaces; dangers arising from uneven or damaged staging areas, parking lots, or walkways; dangers arising from damaged trails or roads; dangers arising from trail or road conditions; dangers arising from changing trail or road conditions; dangers arising from gravel, rocks, boulders, branches, logs or other obstacles or debris on trails, roads or other Event areas; dangers arising from obstacles on trails or roads; dangers arising from weather conditions; dangers arising from the use of the Event areas by authorized or unauthorized persons, cyclists, runners, horses, equestrians, or motor vehicles; injuries caused by terrain, facilities, temperature, weather, condition of Participant, condition of equipment, vehicular traffic, actions of other people including, but not limited to other Event participants, volunteers, spectators, sponsors, coaches, Event officials, and Event monitors, and promoters of the Event; injury caused by lack of hydration; injury caused by the intentional act(s) of others (not including any Released Party); danger of medical emergencies such as, without limitation, traumatic injury, heart attack, stroke or heat stroke; and the possibility of serious physical and/or mental trauma, injury or death associated with the Activities. Further, Participant acknowledges that such inherent risks from participation cannot be eliminated regardless of the care taken to mitigate such risk. The specific risks vary from one activity to another, but the risks include, but are not limited to, the following:

- (a) Property damage;
- (b) Minor injuries such as scratches, bruises, contusions, and sprains;
- (c) Major injuries such as eye injury or loss of sight, bone, joint or spinal cord injuries, strokes, heart attacks, and concussions; and
- (d) Catastrophic injuries such as a traumatic brain injury, paralysis, or death.

Participant acknowledges and agrees that any efforts on the part of any Released Party or others to lessen or mitigate the risks of participation in the Activities including, but not limited to, trail repair, road repair, barrier placement, placement of warning signs or other markings, and stationing of Event marshals, shall under no circumstance be interpreted to or be deemed to mean that the inherent risks in participating in the Activities has been lessened or mitigated by any amount. Participant further acknowledges and agrees that any efforts on the part of any Released Party or others to lessen or mitigate the risks of participation in the Activities shall, under no circumstance, affect or lessen to any degree his or her assumption of risks set forth in paragraph 1 above, the release, waive, discharge, and covenant not to sue set forth in paragraph 2 below, the indemnification obligations set forth in paragraph 3 below, or the scope of this Agreement set forth in paragraph 4 below.

Participant acknowledges that he or she has read the previous paragraphs and acknowledges, understands, and agrees these and other risks that are inherent in the Activities. Participant hereby asserts that his or her participation is voluntary and that he or she knowingly assumes all such risks.

2. Waiver. In consideration of being permitted to participate, in any way, in the Activities, Participant, personally and for his or her successors, assigns, heirs, executors, administrators and personal representatives, does hereby release, waive, discharge, and covenant not to sue, each Released Party from all liability from any and all claims including, but not limited to, the negligence of any Released Party resulting in personal injury, accidents, or illnesses (including death) and property loss arising from or related to his or her participation in the Activities.

3. Indemnification and Hold Harmless. Participant further agrees to INDEMNIFY, DEFEND AND HOLD HARMLESS each Released Party from any and all third-party claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and expenses, arising from or related to his or her participation in the Activities and to reimburse each Released Party (as applicable) for any such expenses incurred.

4. Scope of Release. PARTICIPANT HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. PARTICIPANT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND IS EXPRESSLY INTENDED TO COVER AND INCLUDE ALL CLAIMS, PAST, PRESENT OR FUTURE, KNOWN OR UNKNOWN, WHICH CAN OR MAY EVER BE ASSERTED BY PARTICIPANT OR HIS OR HER SUCCESSORS AS THE RESULT OF PARTICIPANTS PARTICIPATION IN THE ACTIVITIES, OR THE EFFECTS OR CONSEQUENCES THEREOF. PARTICIPANT UNDERSTANDS AND AGREES THAT THIS AGREEMENT COVERS AND INCLUDES ALL CLAIMS OF EVERY KIND OR NATURE, PAST, PRESENT OR FUTURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND ALL CLAIMS OR RIGHTS PURSUANT TO SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA ARE HEREBY EXPRESSLY WAIVED. PARTICIPANT UNDERSTANDS THAT SECTION 1542 PROVIDES:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor"

5. Fitness. Participant warrants and represents that he or she is physically fit and does not know of any medical or health reason why he or she should not participate in the Activities.

6. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

7. Integration; Binding Effect. This Agreement constitutes the entire understanding and agreement of the parties hereto relating to the subject matter hereof and supersedes all prior agreements or understandings of the parties hereto, whether written or oral. This Agreement is binding on and inures to the benefit of the parties hereto, and their respective successors, assigns, heirs, executors, administrators and personal representatives.

8. Attorney's Fees. If any legal action is instituted in connection with this Agreement, the prevailing party or parties shall be entitled to reasonable attorney's fees in addition to all other recoverable costs and damages.

9. Governing Law, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California. The parties consent to the exclusive jurisdiction and venue of the county of Mendocino in the State of California.

10. Acknowledgment of Understanding. Participant acknowledges and agrees that he or she is signing this Agreement freely and voluntarily, and intends by his or her signature for this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law.

IN WITNESS WHEREOF, Participant (and Parent or Legal Guardian, if applicable) has executed this Waiver of Liability, Assumption of Risk and Indemnity Agreement as of the date first set forth above.

PARTICIPANT:

Print Name of Participant and Age (as of the Date of Event)

Date

Signature of Participant

If Participant is a minor person under 18 years of age, the undersigned Parent or Legal Guardian, as the case may be (listed below), agrees as follows: I understand and agree that operating a bicycle on the roads and trails (including designated bicycle paths) of Mendocino County is an inherently dangerous and risky activity and requires advanced cycling skills. I have read, fully understand, and agree to the terms of this Waiver of Liability, Assumption of Risk and Indemnity Agreement on behalf of Participant, as well as myself, and I agree to assume responsibility for Participant's safety. I further agree to INDEMNIFY, DEFEND AND HOLD HARMLESS each Released Party from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and expenses brought on behalf of Participant arising from or related to his or her participation in the Activities. I hereby agree that I will pay all fees, damages and costs, including attorney's fees, any Released Party or other parties released may incur in the enforcement of this Agreement. I warrant and represent to each Released Party that (i) I am the Parent or Legal Guardian of Participant; and (ii) Participant possess the requisite skills to participate in the Activities, is physically fit, and does not have any medical or health condition that would preclude or hinder Participant's participation in the Activities.

Print Name of Participant's Parent or Legal Guardian

Signature of Parent or Legal Guardian