

Boulder Mountainbike Alliance PO BOX 4954 Boulder, CO 80306 bouldermountainbike.org EIN 84-1240757

## BOULDER MOUNTAINBIKE ALLIANCE WAIVER AND RELEASE AGREEMENT THIS IS A RELEASE OF LIABILITY. PLEASE READ CAREFULLY

In consideration of receiving permission from Boulder Mountainbike Alliance (BMA) to participate in its rides, clinics or events (collectively, "BMA Events"), I agree to assume all risks of loss and injury that may arise out of my participation in any and all BMA Events and I agree to waive any and all claims of any nature whatsoever in connection with BMA Events against BMA and the other Released Parties (defined below). This Waiver and Release Agreement shall remain in effect until I provide written notice that it is revoked, and this Waiver and Release Agreement shall apply to all BMA events that I participate in prior to such revocation. I also agree as follows:

I hereby irrevocably waive all claims against and release, indemnify, hold harmless and agree not to sue BMA, social ride participants, trail building BMA Event participants, repair clinic technicians and mechanics, ride guides, skills clinic instructors, trail crew leaders, volunteers and anyone else involved with any BMA Event and their respective agents, representatives, officers, employees, sponsors, successors, assigns and insurers (hereinafter referred to collectively with BMA as the Released Parties), from any and all liability, claims, demands or actions or causes of action whatsoever, arising out of damage, loss or injury to my person or property, whether anticipated or unanticipated, while participating in any BMA Event, whether such damage, loss, or injury results from the actual or alleged negligence of the Released Parties or from some other cause. This Waiver and Release Agreement shall be binding upon me, my heirs, successors, assigns, administrators and executors.

I expressly acknowledge, represent and agree that specifically identifying and naming all of the persons intended to be beneficiaries of my agreements and releases herein contained, is a practical impossibility for the Released Parties. I expressly acknowledge that, for good and valuable consideration, the terms respective agents, representatives, officers, employees, successors, assigns, and insurers, however used in this Waiver and Release Agreement, are expressly and explicitly intended to include all and each and every individual, person, firm, entity and corporation who are now, or at any time may have been included in the specifically listed categories.

I realize that participation in BMA Events may involve risks and hazards, which may include, but are not limited to risks and hazards associated with mountain bike riding, trail building and bicycle maintenance. I am aware of these and other risks and hazards inherent in participation in BMA Events and I hereby assume sole responsibility for all such risks and hazards. I understand that repair clinics are not being conducted by professional or trained bicycle mechanics and that any repairs or adjustments made to my bicycle may be of amateur quality. I agree to assume the risk of any inadequate repairs or adjustments made to my bicycle any BMA Event and of any resulting equipment failures that may result in damage to my property or personal injury.

I grant BMA and any other sponsors of this activity permission to utilize my image in photographic recordings of the activity, and I waive any right to claim compensation in exchange for participating in the activity.

I agree that any claim or suit related to any BMA Event will be governed by the laws of the State of Colorado.

I agree to abide by the rules and regulations of BMA while participating in all BMA Events.

I hereby acknowledge that I have read, understood, and voluntarily agreed to the foregoing Waiver and Release Agreement.