

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

INITIAL

**PLEASE READ CAREFULLY!**

**TO:** Dirt Series Mountain Bike Camps Ltd. (hereafter referred to as the "Dirt Series")

<b>Name</b>	First	Last			
<b>Address</b>	Street	Apt #			
	City	Prov/State	Code/Zip		
<b>Birth Date</b>	Year	Month	Day	Age	Male/Female
<b>Local address</b>				Local phone	

In this agreement the term "Activities" shall include but is not limited to: road riding and mountain biking ("cycling"), instructional skill sessions, group rides, seminars, hiking, stretching, yoga, consumption of food and beverage, transportation to and from activities, and other such activities and services provided by or for the Dirt Series in any way connected with or related to those activities or services above.

**ACKNOWLEDGEMENT – HEALTH AND SAFETY**

I hereby declare myself to be physically sound and suffering from no condition, impairment, disease, or other illness that would prevent my participation in the Activities, and I do hereby assume all responsibility for my participation. I acknowledge that I have been advised to wear an approved helmet while cycling. I am aware that the use of the bicycle is subject to any applicable Municipal and State traffic and/or park regulations and agree to inform myself of, and adhere to, those regulations. I am familiar with the proper use of the bicycle, including all quick release mechanisms, brakes and shifters. I am aware that there are technicians, guides or instructors available to answer any questions that I may have as to the proper use of the bicycle. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason. I understand that the **sole responsibility for my personal safety remains with me**, including my physical and emotional preparation and fitness to participate in the Activities.

**ASSUMPTION OF RISKS**

I am aware that the Activities involve many risks, dangers and hazards, and that injuries are a common and ordinary occurrence. These risks, dangers and hazards include but are not limited to: mechanical failure of the equipment; changing weather conditions; collision with natural or man made objects including but not limited to exposed rock, snow, ice, earth, trees, stumps or branches on or adjacent to the terrain; collision or encounters with other cyclists, wildlife, pedestrians, vehicles, fences or posts; changes or variations in the cycling or hiking surface or sub-surface; streams, creeks and holes in the cycling or hiking surface; cliffs; crevasses; road-banks or cut banks; variation or steepness of terrain; difficulty or inability to control ones speed or direction; loss of balance; rapid or uncontrolled acceleration on hills and inclines; exposure to weather, becoming lost or separated from the guides or instructors or other participants; failure to cycle safely or within one's own ability or within designated areas; negligence of other cyclists or participants; allergy or other adverse reactions to provided food or beverage and **NEGLIGENCE ON THE PART OF THE DIRT SERIES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, VOLUNTEERS, SPONSORS, SUCCESSORS, ASSIGNS, AND ALL OTHERS WHO ARE INVOLVED (all of whom are hereinafter collectively referred to as "THE RELEASEES") INCLUDING BUT NOT LIMITED TO THE FAILURE ON THE PART OF THE DIRT SERIES OR THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for the Activities, and that many are unmarked. I am voluntarily participating in the Activities. **I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death or property damage and loss resulting there from due to any cause whatsoever and without limitation.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the **Dirt Series** allowing me to participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

**1. TO FOREVER WAIVE AND DISCHARGE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my participation in the Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE (IN THE ACT OR OMISSION), BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES, AS REFERRED TO ABOVE.**

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability, for any damage to property of or personal injury to any third party, resulting from my participation in the Activities;
- In the event of an accident or injury, I AUTHORIZE the Dirt Series and/or its service providers to obtain medical assistance deemed necessary in their discretion. I further assume responsibility to pay for any and all medical and emergency expenses, including transport, in the event of an accident or injury during the Activities regardless of whether I have subsequently authorized such expenses.
- I grant permission to the Dirt Series and their authorized third parties to use any photographs, video, recordings, or other record of Activities in which I am included for any lawful purpose.
- This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
- This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the state of Washington without any reference to its choice of law rules; and
- Any litigation involving the parties to this Agreement shall be brought solely within the Whatcom County Superior Court, or in the US District Court for the Western District of Washington, and shall be within the exclusive jurisdiction of those courts.
- This release and waiver is intended to be as broad and inclusive as permitted by the laws of the state of Washington and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of Participant / or Parent / Guardian if Participant is under 19	Signature of Witness
Please print name clearly	Please print name clearly

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.  
This agreement must be completed in full, signed, dated, and witnessed by Dirt Series Mountain Bike Camps Ltd. staff prior to camp participation.