

AUSTIN RIDGE RIDERS MOUNTAIN BIKE CLUB - WAIVER and LIMITATION OF LIABILITY

In consideration of my participation with Austin Ridge Riders, Inc., a Texas non-profit corporation, (hereinafter referred to separately and collectively as “ARR”) and its directors, officers, members, employees, volunteers, agents or representatives, I (the undersigned) hereby fully agree to and make the following contractual agreements and representations:

I have no physical or mental condition which, to my knowledge, would endanger (actually or potentially) others or myself if I participate in any activities with ARR. I fully realize the risks and dangers of participating and/or volunteering in both on- and off-road bicycling; racing; trail construction and maintenance; and related activities. I fully assume the risks associated with all such participation, including by way of example and not limitation, the following potential hazards:

- collision with pedestrians, vehicles, other cyclists, fixed and moving objects as well as the (increased) risk and hazards associated with night riding on- or off-road;
- the use or improper use, by myself and others, of various types of hand tools and equipment, including power-actuated tools such as chainsaws that may be used in trail maintenance and construction;
- road and trail surface imperfections or obstacles, bicycle equipment failure, and defective safety gear;
- adverse weather conditions including extremes of temperatures; contact with potentially harmful plants or animals (e.g., poison ivy, insects, snakes); and
- serious bodily injury, dismemberment, impalement, mental trauma, or even death.

Furthermore; if I choose to consume or be under the influence of alcohol or drugs, including prescription or non-prescription drugs, controlled substances, or illegal drug(s) before, during, or after any ARR event, I agree to assume full responsibility for any personal injury and liability for bodily injury or property damage to the ARR that may arise or result from such usage.

I further hereby waive, release, and discharge for myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interest (hereinafter collectively termed “successors”) any and all right and claims, which I have or which may hereafter accrue to me against ARR, its directors, officers, members, employees, volunteers, and designates or heirs through or by which events will be held for any and all losses and damages including, without limitation, breach of contract, attorney fees, judgments, fines, and penalties which may be sustained directly or indirectly in connection with or arising from my participation in any activities with ARR or in travelling to/from such events. Furthermore, in no event shall ARR be liable to a participant for any incidental, or special or consequential damages including without limitation, claims by any participant(s) or third parties for damages resulting from property damage, personal injury, or death.

I agree that it is my sole responsibility to be familiar with the terrain, conditions, and route in all riding activities that I participate in with ARR. I understand and agree that situations may arise during such participation with ARR events that may be beyond the immediate or foreseeable control of ARR. I accept sole responsibility, without limitation, for the mechanical condition, adequacy, and/or suitability of my bicycle or bicycle equipment, including its safety equipment such as reflectors on the front, rear, sides and pedals and a headlight and taillight when riding at night; my personal trail work equipment; and any other personally-owned equipment.

I agree when participating in ARR activities to obey all applicable vehicular traffic laws and all state, city, municipal, county, and privately-owned park and land regulations. I also agree when I am on any bicycle to wear an “approved” safety helmet that is properly affixed to my head at all times. (An “approved” helmet is one which complies with at least one of the following industry safety standards: CPSC, SNELL, ANSI Z90.4, or ASTM.) Furthermore, I assume any and all personal responsibility and liability for the selection, condition, and fit of such helmet.

Hold-Harmless and Indemnification Agreement: Therefore, in consideration of the above, I fully agree to indemnify and hold-harmless the ARR and its directors, officers, members, employees, volunteers, agents or representatives from any and all claims, causes of action, personal injury, including death, and/or property damages which may arise out of my participation in any ARR-sponsored event. This applies even if the ARR or its agents or representatives were or may have been negligent in any form or degree, in whole or in part, in connection with such event with the undersigned.

This **Hold-Harmless and Indemnification Agreement** expressly applies to any and all negligence of the ARR and its directors, officers, members, employees, volunteers, agents or representatives who may be solely or partially negligent, which negligence may have caused and/or contributed to any occurrence, accident, omission, personal injury claim or death with the undersigned. It is understood that the undersigned is expressly indemnifying the ARR and its directors, officers, members, employees, volunteers, agents or representatives the from all acts and consequences of their own negligence, regardless of whether such negligence was sole negligence, contributing negligence or comparative negligence and/or gross negligence of the ARR and its directors, officers, members, employees, volunteers, agents or representatives. This indemnity includes full indemnification for all damages and claims sustained and/or which could be asserted by, through, under, or on behalf of the undersigned, including all claims for property damage, personal injury or death asserted by the undersigned, their legal representatives, heirs, guardians or next friend(s) including, but not limited to, individual claims and/or survival and/or wrongful death claims.

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 any claim(s) in controversion of this agreement, I or my successors shall be liable for all expenses—including legal fees and other related costs—incurred by the ARR and its directors, officers, members, employees, volunteers, agents or representatives in defense of such claim(s).

This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision(s) herein or as consent to any other provision herein or as consent to any subsequent waiver or modification. By signing this Waiver and Limitation of Liability, I am acknowledging that I have read it in its entirety and that I agree with all of its terms and conditions!

Ride Location:	Date:	Phone/Cell #:
Name:	Signature:	Vehicle License Plate:
Emergency Contact and Number:		