

**LOS ALAMOS SKI CLUB
RELEASE OF LIABILITY
MOUNTAIN BIKING**

Print Name of Participant _____ Age _____

Address _____ City _____ St _____ Zip _____

Phone _____

FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I fully understand and acknowledge that Mountain Biking may involve **HAZARDS** which are unavoidable. I assert that I have made a voluntary decision to participate in this Mountain Bike Event despite the risk of personal injury or death which may exist. In consideration of being permitted to participate in this Mountain Biking Event, I agree to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** which may be associated with or result from my participation. **HELMETS ARE MANDATORY.**

I AGREE it is my sole responsibility not to participate if the area of the event or adjacent areas or conditions are not to my satisfaction and within my ability. I further hereby **RELEASE FROM LIABILITY AND AGREE TO IDEMNIFY AND HOLD HARMLESS** the organizers and sponsors of this event, Los Alamos Ski Club, and its members and employees for any damage, injury, or death to myself or to any person or property, whether caused by their **NEGLIGENCE** or for any other reason, in any way connected with the physical condition of the area of the event and adjacent areas, my preparation or practice for or my participation in these activities.

If the user is a **MINOR**, in exchange for Los Alamos Ski Club making the Mountain Bike Event and facilities available, the undersigned **AGREES TO DEFEND AND INDEMNIFY Los Alamos Ski Club AND THE EVENT ORGANIZERS** from any claim for personal injury, death or property damage from said minor, even **AFTER** the minor has attained **MAJORITY**, and to **HOLD** Los Alamos Ski Club, its representatives, agents, officers, directors, and employees **HARMLESS** from any claim, legal action, harm, injury damages or loss to personal and/or property made on behalf of the aforementioned minor or from **THIRD PARTIES** injured by the minor.

In exchange for, and in consideration of Los Alamos Ski Club making the Mountain Bike Event and the ski area available, **I CONTRACTUALLY AGREE** that any and all disputes between myself and Los Alamos Ski Club arising from participation in this Mountain Bike Event, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF NEW MEXICO.**

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above Full and Complete Release of Liability and Indemnity Agreement and I am signing it freely and of my own accord, realizing **IT IS BINDING** upon me, my heirs, assigns and, in the event I am signing it on behalf of **ANY MINORS**, that I have **FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON THEM** as well as me. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM WAIVING MY LEGAL RIGHTS AS WELL AS THOSE FOR ANY MINOR FOR WHOM I AM SIGNING.**

If any part of this agreement is deemed unenforceable, the remainder shall be enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

Participant's Signature

DATE

PARENT/GUARDIAN OF PARTICIPANT (must be signed by parent or legal guardian if participant is under 18 [EIGHTEEN] years of age.)

THIS IS A LIABILITY RELEASE – READ CAREFULLY BEFORE SIGNING