



PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of the Dolores Rotary Club and the Dolores Chamber of Commerce, its agents, owners officers, employees, not all other persons or entities acting in any capacity on their behalf (hereinafter referred to as "Dolores Rotary Club/Chamber", representative and estate as follow:

1. I understand and acknowledge that bicycling, bike touring and mountain biking (referred to herein as "activity") bears known risks and unanticipated risks which could result in injury, death, illness, disease, emotional distress, or damage to myself, to property or to third parties. The following describes some, but not all, of these risks.

I realize that natural hazards do exist, that falls, collisions and overturns may occur, that vehicles, curbs, uneven or unstable road and trail surfaces, trees, objects on the ground or in the roadway, or trail equipment failure, operator error, and the speed at which I travel can create hazards, that certain foreseen and unforeseen events can contribute to the unpredictability of the activity, that personal property may be damaged or lost, that I may suffer accidents or illnesses in remote places where there are no available medical facilities, that wearing a helmet is a basic safety precaution, and that I should ask about other potential hazards and recommended precautions and procedures.

EXPRESSED ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity, which I and any minor children for which I am responsible will engage, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using the animals and/or equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness, including death.

2. I express knowingly and intelligently assume the following, all risks of travel, whether by car, bus, van, aircraft, boat, or any other means, all risks of riot, civil disobedience, hijacking, all risks associated with the preparation and eating of food, water and beverages.

3. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate and I elect to participate in spite of risks.

4. I hereby voluntarily release, forever discharge, and agree to hold harmless and indemnify Dolores Rotary Club/Town from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including those allegedly attributable to the negligent acts or omissions of Dolores Rotary Club/Town.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE DOLORES ROTARY CLUB/CHAMBER, ITS AGENTS, OWNERS, OFFICERS, EMPLOYEES OR ANY OTHER PERSON OR ENTITY ACTING IN ANY CAPACITY ON ITS BEHALF EVEN IF THEY OR ANY OF THEM NEGLIGENTLY CAUSED SUCH INJURY OR DAMAGE.**

5. Should Dolores Rotary Club/Chamber, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.

6. I certify that I have health, accident and liability insurance to cover any bodily injury or property damage I may cause or suffer while participating in this event, or else I agree to bear the costs of such injury or damage myself. I hereby authorize any medical treatment deemed necessary in case of an injury while participating in the activity.

**My signature indicates that I have had sufficient opportunity to read this entire document, that I have read it, and that I understand it affects my legal rights. I agree to be bound by its terms.**

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_

If under 18, Signature of Parent of Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_