## TrailFlow Outdoor Adventures Cycling Activity Waiver

## 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. PLEASE READ CAREFULLY! Initial Initia

I understand and agree that my participation in tours, programs, races, or activities organized, operated, conducted and related in any way to *TrailFlow Outdoor Adventures* and its members registered is conditional upon my understanding and signing of this document.

- 1. I am aware that CYCLING CONTAINS ELEMENTS OF RISK that involves the POSSIBILITY OF PERSONAL INJURY OR DEATH.
- **2. I ACCEPT THESE RISKS**, and all others arising from these events and programs, even if arising from the negligence, gross negligence or negligent rescue by those associated in any way with *TrailFlow Outdoor Adventures* events and programs I may be involved in, the venues at which these events and programs takes place or by those organizing, officiating, or participating in these events and programs throughout the year, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releases").
- **3.** I understand that all applicable rules for participation must be followed and that **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in all events and programs throughout the year.
- **4.** 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, at any event or program, I feel unable or unfit to safely continue for any reason.
- **5.** I give, a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have, or may have in the future, against TrailFlow Outdoor Adventures, and all other Releases from all liability for any loss damage, injury or expense that I may suffer as a result of my participation in any part or parts of the events or programs or my presence at any venue at which they may take place, due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant Occupier's Liability Act, on the part of the Releasees.
- **6. I AGREE NOT TO SUE** and I further agree **TO INDEMNIFY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever arising from my participation in these events or programs.
- 7. I understand the Releasees MAY PUBLISH MY PHOTOGRAPH OR IMAGE IN PROMOTIONAL MATERIAL (such as brochures, social media, videos & websites), without any further consent therefore and without any compensation. I waive any rights to notice or approval of any photographs or publications and agree to save and hold harmless the Releasees, their officers, directors, agents, representatives and their licensees and assigns from any claim or liability in connection with the use of photographs and publications as aforesaid or by virtue of any altercation, processing or use thereof in composite from, whether intentional or otherwise.

I HAVE READ AND UNDERSTAND THIS WAIVER RELEASE AND INDEMNITY. I am aware that by signing this agreement I am waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators and next of kin), including the giving up of my right to sue.

Name of Participant (please print clearly)	Date of Birth (mm/dd/yy)	<b>Signature</b> (Signature of parent or guardian if participant is under 19)	Current Date (mm/dd/yy)	Program/ Event
1.	/ /		/ /	
2.	/ /		/ /	
3.	/ /		/ /	
4.	/ /		/ /	
5.	/ /		/ /	
6.	/ /		/ /	