

BIG LAKE TRAILS RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“Agreement”)

In consideration of myself OR my child participating in motorized and/or non-motorized recreational trail activities, and/or other activities involving trail grooming, trail touring, trail signing, trail clearing, trail maintenance, trail fundraising, competitive trail activities, etc..., (a.k.a., “Activities”) **offered by Big Lake Trails, Inc. I represent that I OR my child understand** the nature of these Activities and that **I am** and my child are **qualified**, in good health and in proper physical condition to participate in such Activities. I acknowledge on behalf of myself OR my child that **if I OR my child believe event/Activity conditions are unsafe**, we will immediately discontinue in the Activity.

It is fully understood that these activities involve inherent risks and dangers of serious bodily injury, including permanent disability, paralysis and/or death, **which may be caused by my OR my child’s own actions or inactions, those of others** participating in the Activities, **the conditions** in which the Activities take place, **or the negligence of the ‘releases’** named below, and that **there may be other risks known to me OR my child**, or not readily foreseeable at this time; and I OR my child fully **accept and assume all such risks and all responsibility** for losses, costs and damages I OR my child might incur as a result of my OR my child’s participation in the Activities.

I hereby agree for myself and for my child to release, discharge, indemnify and covenant not to sue its respective administrators, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Activities take place (each considered one of the “Releasees” herein), and release and discharge them from all liability, claims, demands, losses, or damages on my account caused or alleged to be cause in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations; and **I further agree** that if, despite this release, waiver of liability, and assumption of risk, that I, or anyone on my behalf OR on behalf of my child, makes a claim against any of the Releasees **I will indemnify, save and hold harmless** each of the Releasees from any loss, liability, damage, or cost which may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, **and intend it to be** a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement / release agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(printed name of participant)

(Address)

Signature of participant OR Parent/Legal Guardian
-if participant is a Minor child

Date

Phone
