

Participant(s): \_\_\_\_\_ Date of Birth \_\_\_\_\_

## Placer Foothills Mountain Bike Club (PFMBC) Accident Waiver and Release of Liability

**IMPORTANT: THIS IS A LEGAL DOCUMENT  
PLEASE READ IN FULL AND UNDERSTAND BEFORE SIGNING**

Mountain biking is the sport of riding bicycles off-road, often over extremely rough terrain. Most mountain bikes share similar characteristics that underscore durability and performance in rough terrain: wide, knobby tires, front fork or dual suspension. This sport requires endurance, bike handling skills, common sense and self-reliance. It can be performed almost anywhere from a back yard to a gravel road, but the majority of mountain bike rides are on off-road trails, country back roads, fire roads, or singletrack (narrow trails that wind through forests, mountains, deserts or fields). Because riders are often far from civilization, there is a strong ethic of self-reliance in the sport. Riders must learn to repair their broken bikes and flat tires to avoid being stranded miles from help.

**The risk of injury is inherent in the sport.** Injuries range from relatively minor wounds, such as cuts and abrasions to serious injuries such as striking the head or spine on a boulder or tree. Protective equipment may protect against some minor injuries and reduce the extent of seriousness of major impacts, but injuries are still likely to occur and nothing can protect a rider against the more serious impacts or accidents.

In consideration of my child being provided the opportunity to participate with the Placer Foothills Mountain Bike Club, I waive any and all claims I may have against, and release from all liability and agree not to sue as to all possible parties for any personal injury, death, property damage or loss sustained as a result of my child's participation with the Club, arising out of any cause whatsoever, including negligence.

Child's Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_ Gender: M / F

Child's Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_ Gender:

M / F

Parent/ Guardian Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone #'s: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

email: \_\_\_\_\_

Emergency contact (if different from above): \_\_\_\_\_

Please initial each of the following statements:

\_\_\_\_\_ I understand accidents cannot be prevented in this activity, are part of the nature of the activity and can occur with, or without, any fault on either the part of the participants or others, including the coaches, volunteers, the school board or its employees or agents, or the facilities and locations where the activity takes place. By allowing participation in this activity, you are accepting the risk of an accident occurring and agree that this activity is suitable for you and your family members.

\_\_\_\_\_ No one provides accidental death, disability, dismemberment or medical expenses insurance on behalf of any person participating in the Club. Health insurance, which covers you or your child while participating in the sport of mountain biking, is highly recommended, but is the responsibility of the participant and /or their family to procure.

\_\_\_\_\_ I understand that I, on behalf of my family, am responsible for determining the appropriate safety equipment for my and/or my child's participation in the sport. I have done so and have ensured that the equipment is properly fitted, in good working order and that we are properly instructed on its use. I represent that all family members participating are physically fit and otherwise prepared to engage in the sport of mountain biking.

\_\_\_\_\_ I acknowledge that by signing this Agreement, I, on behalf of myself and my child, am assuming risks and agreeing to indemnify, not to sue, and agreeing to release from liability the Placer Foothills Mountain Bike Club, and all of their officers, officials, agents, employees, coaches, leaders, instructors, volunteers, sponsors, members, participants, clubs, teams, riders, owners and lessors of premises used for activities or anyone else (hereinafter collectively referred to as "Releasees").

\_\_\_\_\_ I acknowledge that the sport of cycling, specifically mountain bicycling, is an inherently dangerous sport, and ACKNOWLEDGE AND FULLY ASSUME THE RISKS. The potential for serious physical injury, permanent paralysis, mental injury, disability, death and loss or damage to person or property is always present in the activity. I understand that particular skills, equipment and personal discipline may reduce the risks, but that risk of serious injury exists. Dangers in the sport are associated with, among other things, manmade obstacles, natural hazards, trees, logs, vegetations, water, holes, rocks, animals, cold weather, extreme heat, rain, other bicycles, other riders, pedestrians, vehicles, fixed or moving objects, equipment failure, inadequate safety equipment and use of equipment or supplies provided. Risks include, among other things: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including trail irregularity, equipment failure, inadequate safety equipment, use of equipment and supplies provided by Releasees or others; dangers associated with man-made and natural jumps and stunts; motor vehicle accidents; the Releasees' own negligence; the negligence of others; weather conditions; the possibility of serious physical and/or mental trauma or injury, or death associated with this program; slipping and falling; falling objects; water hazards; drowning; exhaustion; exposure to temperature and weather extremes which could cause: hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life.

\_\_\_\_\_ On behalf of my minor child, myself and the child's heirs, executors, administrators, legal representatives, assignees, and successors in interest (hereinafter collectively "Successors"), the

undersigned hereby RELEASE, INDEMNIFY AND HOLD HARMLESS the Releasees. The undersigned hereby waive any and all rights and claims, including claims arising from the Releasees' own negligence and claims for attorneys' fees and/or costs, which the undersigned has, or which may hereafter accrue, and from any and all damages which may be sustained by the undersigned directly or indirectly in connection with, or arising out of, participation in or association with any event or activity related to the Placer Foothills Mountain Bike Club, wherever or however the same may occur.

You or your minor child may be hurt while participating in, or training to participate in, activities with the Placer Foothills Mountain Bike Club. If you are unwilling to assume all risk of injury or death to your minor child, DO NOT SIGN THIS DOCUMENT and do not ask to have your child participate in any event related to the Placer Foothills Mountain Bike Club. If you sign this document, but make any alterations to it, your child is NOT authorized to participate in any event related to the Placer Foothills Mountain Bike Club.

I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AM OF SOUND MIND, HAVE LEGAL AUTHORITY, AND FREELY ACCEPT AND ASSUME THE RISK THAT MY MINOR CHILD CAN SUFFER PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY OR EVEN DEATH PARTICIPATING IN THIS SPORT, not only in the ways described above, but also in ways that are unknown and unexpected.

I AGREE THAT, IN THE EVENT THAT ANY PERSON BRINGS ANY CLAIM OR ACTION, INDIVIDUALLY, RELATED TO ANY INJURY OR LOSS SUFFERED BY, or CAUSED BY, ME OR MY MINOR CHILD AS A RESULT OF MY OR MY CHILD'S PARTICIPATION IN THE SPORT, THAT I WILL DEFEND AND INDEMNIFY THE RELEASES.

I expressly agree that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion here of is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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Signature of Parent/Legal Guardian

Date

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Printed Name