

# WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participant Name

Event

Date of Event

Emergency Contact Name

Emergency Contact Telephone

THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (this "Agreement") is made as of the Date of Event by and between Participant and Grasshopper Adventure Series («Company»), the promoter of the Event to be conducted on the Date of Event.

NOW, THEREFORE, in consideration of the foregoing recital and mutual covenants and conditions contained herein, Participant agrees as follows:

**1. Assumption of Risks.** «Activities» means each and every activity arising from or related to the Event including, but not limited to, bicycle riding, Event spectator, assisting with the Event, traveling between Event locations, riding in support vehicles; loading and unloading equipment. Participant fully acknowledges that the Activities are inherently dangerous and, fully realizing the dangers of participating in the Activities, FULLY ASSUMES THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, but not limited to, the following: falling; falling on uneven terrain; falling as a result of being airborne; collisions with other cyclists, persons, animals, or fixed or moving objects; being struck by other cyclist, vehicles, or persons; negligence or inexperience of other cyclists, persons and/or other participants; dangers arising from excessive speed; dangers arising from equipment failure or inadequate safety equipment; dangers arising from uneven trails or roads; dangers arising from trail or road conditions; dangers arising from changing trail or road conditions; dangers arising from weather conditions; dangers arising from the use of the course by authorized or unauthorized persons, cyclists, or vehicles; injuries caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to participants, volunteers, spectators, sponsors, coaches, event officials, and event monitors, and/or promoters of the Event; injury caused by lack of hydration; COMPANY'S OWN NEGLIGENCE; danger of medical emergencies such as heart attack, stroke or heat stroke; and the possibility of serious physical and/or mental trauma, injury or death associated with the Activities. Further, Participant acknowledges that such inherent risks from participation cannot be eliminated regardless of the care taken to mitigate such risk.

The specific risks vary from one activity to another, but the risks include, but are not limited to, the following:

*(a) Minor injuries such as scratches, bruises, contusions, and sprains;*

*(b) Major injuries such as eye injury or loss of sight, bone, joint or spinal cord injuries, strokes, heart attacks, and concussions; and*

*(c) Catastrophic injuries such as paralysis or death.*

Participant acknowledges and agrees that he or she has read the previous paragraphs and acknowledges, understands, and appreciates these and other risks that are inherent in the Activities. Participant hereby asserts that his or her participation is voluntary and that he or she knowingly assumes all such risks.

**2. Waiver.** In consideration of being permitted to participate, in any way, in the Activities, Participant, personally and for his or her successors, assigns, heirs, executors, administrators and personal representatives, does hereby release, waive, discharge, and covenant not to sue Company its manager, members, officers, employees, or agents from liability from any and all claims including, but not limited to, the negligence of Company, its managers, members, officers, employees or agents, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in the Activities.

**3. Indemnification and Hold Harmless.** Participant agree to INDEMNIFY, DEFEND AND HOLD HARMLESS Company, its managers, members, officers, employees, and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and expenses, arising from or related to his or her participation in the Activities and to reimburse Company for any such expenses incurred.

**4. Scope of Release.** Participant HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. PARTICIPANT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND IS EXPRESSLY INTENDED TO COVER AND INCLUDE ALL CLAIMS, PAST, PRESENT OR FUTURE, KNOWN OR UNKNOWN, WHICH CAN OR MAY EVER BE ASSERTED BY PARTICIPANT OR HIS OR HER SUCCESSORS AS THE RESULT OF PARTICIPANTS PARTICIPATION IN THE ACTIVITIES, OR THE EFFECTS OR CONSEQUENCES THEREOF. PARTICIPANT UNDERSTANDS AND AGREES THAT THIS AGREEMENT COVERS AND INCLUDES ALL CLAIMS OF EVERY KIND OR NATURE, PAST, PRESENT OR FUTURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AND ALL CLAIMS OR RIGHTS PURSUANT TO SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA ARE HEREBY EXPRESSLY WAIVED. WE UNDERSTAND THAT SECTION 1542 PROVIDES:

«A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.»

**5. Fitness.** Participant warrants and represents that he or she is physically fit and does not know of any medical or health reason why he or she should not participate in the Event.

**6. Severability.** Participant further expressly agrees that if any term, provision, covenant, or condition of this Agreement

is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

**7. Integration; Binding Effect.** This Agreement constitutes the entire understanding and agreement of the parties hereto relating to the subject matter hereof and supersedes all prior agreements or understandings of the parties hereto, whether written or oral. This Agreement is binding on and inures to the benefit of the parties hereto, and their respective successors, assigns, heirs, executors, administrators and personal representatives.

**8. Governing Law, Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California. The parties consent to the exclusive jurisdiction and venue of the county of Sonoma in the State of California.

**9. Acknowledgment of Understanding.** Participant acknowledges that he or she is signing this Agreement freely and voluntarily, and intends by his or her signature for this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law.

IN WITNESS WHEREOF, Participant (and Parent or Legal Guardian, if applicable) has executed this Waiver of Liability, Assumption of Risk and Indemnity Agreement as of the date first set forth below.

**PARTICIPANT:**

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Print Name of Participant and Age (as of the Date of Event)

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Signature of Participant

If Participant is a minor person under 18 year of age, the Parent or Legal Guardian (listed below) agrees as follows: I agree to the terms of this Waiver of Liability, Assumption of Risk and Indemnity Agreement on behalf of Participant, as well as myself, and I agree to assume responsibility for Participant's safety. I further agree to INDEMNIFY, DEFEND AND HOLD HARMLESS Company, its managers, members, officers, employees, and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees and expenses brought on behalf of Participant arising from or related to his or her participation in the Event or the Activities. I hereby agree that I will pay all fees, damages and costs, including attorney's fees, Company or other parties released may incur in the enforcement of this Agreement.

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Print Name of Participant's Parent or Legal Guardian

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Signature of Parent or Legal Guardian