

Assumption Of Risk And Indemnity Agreement For Mountain Boarding and Cycling

PLEASE READ CAREFULLY

Warning: By Signing This Agreement, You Give Up The Right To Sue For Any Injury Or Damage, Howsoever Caused.

To: Rivers Edge Camping Association (herein after referred to collectively as RECA) and employees, representatives, officers and agents (herein after referred to collectively as RECA employees).

"Mountain Boarding and Cycling" at or organized by RECA shall include any of the listed activities and/or related activity that a person participates in or is a spectator of, including, but not limited to: block times, open sessions, clinics, riding, shows, day camp, mountain boarding sales, group programs and swimming.

"Inherent Risks" of mountain boarding and cycling activities shall mean those dangers or conditions that are an integral part of mountain boarding and cycling activities which include, but are not limited to:

1. The failure of equipment in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity.
2. The unpredictability of the participant's reaction to certain hazards such as sticks, stones, gopher holes, sudden movement, unseen or seen objects, persons or unforeseen happenings.
3. The participant's response to certain hazards such as surface and subsurface objects.
4. Collisions with other mountain boards/cyclists, animals, people and objects.
5. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the mountain boarding and cycle or to act within his or her ability.

I _____, hereby sign this agreement on behalf of myself, personal representatives, my heirs, and assigns.

1. I agree as a precondition to my participation in a "mountain boarding and cycling" organized by RECA and conducted by RECA and/or its employees, and in further consideration of RECA allowing me to do so, to be strictly bound by the terms of the waiver. Assumption of Risk and Indemnity Agreement (here in after referred to as "This Agreement").
2. I acknowledge that "mountain boarding and cycling" involve INHERENT RISKS that may cause SERIOUS INJURY and POSSIBLE DEATH TO PARTICIPANTS.
3. I fully understand the risks and dangers associated with my participation in this "mountain boarding and cycling activity" and ACCEPT IT ENTIRELY AT MY OWN RISKS.
4. I hereby WAIVE ANY AND ALL CLAIMS which I may have now or in the future, against RECA and RECA employees and release RECA and RECA employees from ALL LIABILITY for injury, death, property damage or any other loss sustained by me as a result of my participation in this "mountain boarding and cycling activity" DUE TO ANY CAUSE WHATSOEVER including, without limitation, negligence on the part of RECA or RECA employees. I further AGREE TO INDEMNIFY RECA and RECA employees for any and all legal fees (on a solicitor and his own client basis) or losses or costs that may be incurred in defending any lawsuit or claim I may bring against them.
5. I appreciate that This Agreement applies whether RECA is at fault or not and it limits the liability of RECA employees to the same extent as it limits the liability of RECA even though RECA employees are not formal parties to This Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE RECA OR RECA EMPLOYEES AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

Participant/Spectator
(Print)

Participant/Spectator
(Sign)

Witness
(Sign)

Parent/Legal Guardian
(Print)

Parent/Legal Guardian
(Sign)

Witness
(Sign)

Date _____

Activity Date(s) _____

Phone _____