

## **(L.A.S.A. TUFF RIDERS) THIS IS A RELEASE OF LIABILITY & A WAIVER OF YOUR RIGHTS**

In consideration of my admission to the Los Alamos Singletrack Association (LASA) d/b/a the Los Alamos Tuff Riders and/or for participation in any or all of the activities organized by the Tuff Riders, I agree to the terms and conditions of this agreement.

I understand that mountain biking, trail building and/or trail maintenance is a dangerous activity. **I accept and clearly understand that there are inherent dangers and other risks involved in this sport and these trips, including the risk of personal injuries, including PARALYSIS and DEATH. (Initial) \_\_\_\_\_**

I understand the hazards of this sport (including actions taken in connection with initiating or completing activities, for example, traveling to remote destinations) include, by way of example and not limitation, the following: falling because of improper technique, poor or difficult trail conditions; injury due to faulty equipment, weather or other environmental conditions; and being injured by another participant. **I agree that I alone am responsible for deciding whether to participate in this inherently risky sport and/or trips. (Initial) \_\_\_\_\_**

I understand that there are more hazards than enumerated here, and that there are unknown and unforeseeable hazards. **(Initial) \_\_\_\_\_**

I understand that treatment may not be immediately available if I hurt myself on a Tuff Riders trip and I hereby authorize **EMERGENCY MEDICAL TREATMENT** if rendered unable for any reason. **(Initial) \_\_\_\_\_**

**I AGREE TO PARTICIPATE IN THESE SPORTS AND TRIPS AT MY OWN RISK. (Initial) \_\_\_\_\_**

I understand that participating in Tuff Riders' trips and sports subjects me and my property to foreseeable and unforeseeable hazards other than those connected with this specific sport, including and not limited to loss, damage and/or theft. I intend for this release to cover those hazards and all injuries resulting from those hazards. **(Initial) \_\_\_\_\_**

I therefore, for myself, my heirs, successors, representatives, and anyone else who might have a claim by reason of my injury or death, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE FROM LIABILITY, and AGREE TO INDEMNIFY, HOLD HARMLESS, and DEFEND** Tuff Riders, its directors, officers, agents, volunteers, sponsors and their estates, from any and all liability for any and all such damage, injury, paralysis, or death to myself or any other person or to property. I explicitly agree that this release and indemnification extends to harm resulting from any **NEGLIGENCE** of the parties released or any party released. **(Initial) \_\_\_\_\_**

I am accepting for myself the full responsibility for any and all such damage, injury, paralysis, or death of any kind which I may sustain, whether such damage, injury, paralysis or death results from the **NEGLIGENCE** of the Tuff Riders, its directors, officers, agents, volunteers, hosts, sponsors or their estates, or from some other cause. I further agree, for myself, my successors, heirs, and family not to sue Tuff Riders, its directors, officers, agents, volunteers, hosts, sponsors or their estates, on account of any damage to my property or injuries I incur in connection with participating in any activity with the Tuff Riders, or in connection with any activities occurring on the property where the activity takes place. **(Initial) \_\_\_\_\_**

If I violate the terms of this contract and sue any party released, that party shall be entitled to recover his/her/its expenses, including attorneys' fees from me. **(Initial) \_\_\_\_\_**

**I UNDERSTAND THE RISKS OF PARTICIPATING IN ACTIVITIES WITH THE TUFF RIDERS AND I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY ACCEPT THE TERMS OF THIS WAIVER AND RELEASE AGREEMENT. (Initial) \_\_\_\_\_**

This contract is severable; that is, if any part of it is held by a court to be unenforceable, the rest of it shall nevertheless be effective.

Printed Name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Participant's Signature \_\_\_\_\_ Date: \_\_\_\_\_

If Participant is a Minor, Parent's Printed Name: \_\_\_\_\_

If Participant is a Minor, Parent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_