

SPECIAL EVENT PARTICIPANT'S AGREEMENT FOR:

**EVENT NAME:
GGR'S ROCKTOBER FESTIVAL
WOMEN'S MOUNTAIN BIKING EVENT
OCTOBER 29, 2017**

NAME _____ **PHONE** _(_____) _____

ADDRESS _____ **CITY** _____ **ST** _____ **ZIP** _____

VOLUNTARY RELEASE, WAIVER AND INDEMNITY AGREEMENT

In consideration for allowing the undersigned to participate in this event:

I, (please print your name) _____, for myself or my representatives, heirs and assigns hereby **FOREVER RELEASE AND DISCHARGE** Wendy Engelberg, Girlz Gone Riding (GGR), CORBA, IMBA, ride leaders, sweepers, floaters, and/or all event sponsors, event participants, their respective employees, officers, directors, agents and affiliated companies (hereafter Releasees) from any and all liabilities, claims, demands or causes or action that I may hereafter have for any injuries or damages arising out of my participation in mountain biking, whether or not arising out of or incident to this event, including but not limited to losses **CAUSED BY THE NEGLIGENCE OF RELEASEES**, or by hidden, latent, or obvious defects on the premises or in the equipment provided or in the equipment used.

Initials _____

I understand and acknowledge that mountain biking activities in general have inherent dangers that no amount of care, caution, instruction or expertise can eliminate. **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED WHILE PARTICIPATING IN MOUNTAIN BIKING OF ANY TYPE**, including but not limited to variations or changes in surface, lighting or weather conditions, or by hidden, latent, or obvious defects on the premises or in the equipment used. I also recognize that other participants and spectators pose a danger to me and **I VOLUNTARILY ACCEPT ALL RISKS** connected with or arising from my participation in mountain biking, whether or not incidental to my participation in this event, and whether from known or unknown causes.

Initials _____

I HAVE DETERMINED that any equipment I use for the sport of mountain biking is adequate and appropriate for use in mountain biking activities. I also understand and accept that neither Wendy Engelberg, nor any Releasee, nor any of the event sponsors will make any evaluation or determination of neither my abilities nor the appropriateness or absence of any portion of my equipment.

Initials _____

As an **EXPRESS CONDITION** of being permitted to participate in this event, I represent that I have the requisite knowledge or understanding of mountain bike riding of the type I now seek to participate in. I further understand and accept that participants and spectators pose a danger to me. I know, fully appreciate, and understand the scope, nature and extent of the risks involved in mountain bike riding.

VOLUNTARILY AND FREELY CHOOSE TO INCUR ALL RISKS AND DANGERS.

Initials _____

As a further express condition of being permitted to participate in this event, I agree, for myself and for my heirs, assigns and representatives not to sue nor seek damages from Wendy Engelberg, Girlz Gone Riding (GGR), CORBA, IMBA, ride leaders, sweepers, floaters, and/or all event sponsors, event participants, their respective employees, officers, directors, agents and affiliated companies, and not to initiate or assist the prosecution of any claim for damages or cause of action which I or my heirs, assigns or representatives may have by reason of my suffering any personal injury, death or damage or destruction to my property arising from the activities contemplated by this agreement.

Initials _____

I agree for myself and my heirs, representatives and assigns to **INDEMNIFY AND HOLD HARMLESS RELEASEES** from any and all losses, claims, actions, causes or action, or proceedings of any kind which may be initiated by myself or by any other person or organization, including demands for damages, judgments, costs, loss of services or expenses, arising from the activities contemplated by this agreement, including but not limited to reasonable attorney fees incurred by the Releasees herein.

Initials _____

PHOTOGRAPH AND MEDIA RELEASE

I, hereby, grant permission to **RELEASEES** to use my image appearing in any photographs, videotape, motion picture or any other media for any of **RELEASEES'** advertising or promotional purposes whatsoever, in perpetuity throughout the world.

Initials _____

DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement will be settled by Arbitration in accordance with the American Arbitration Association ("AAA"). All hearings will be held in Los Angeles before an Arbitrator who is a licensed attorney with at least 15 years of experience in personal injury law. A judgment upon the award rendered by the Arbitrator shall be entered in a Court with competent jurisdiction. The Federal Arbitration Act (Title 9 U.S. Code Section 1 et. seq.) shall govern all arbitration and confirmation proceedings. As a condition precedent to the filing of an arbitration claim, the parties agree to first mediate any claims between them at AAA. Any party refusing to mediate shall not prevent the other party or parties from pursuing their claims in arbitration. The parties will share the cost of mediation equally. Nothing herein will be construed to prevent any party's use of injunction, and/or any other prejudgment or provisional action or remedy. Any such action or remedy will not waive the moving party's right to compel arbitration of any dispute. The parties agree to also meet and negotiate in good faith in order to resolve any disputes which may arise between them.

Signature

Today's Date

Age

SECTION BELOW TO BE COMPLETED IF PARTICIPANT IS A MINOR

On behalf of the above person, who is a minor, I agree for said minor and for myself to be bound by all terms and conditions of the foregoing agreement, including to **INDEMNIFY AND HOLD HARMLESS WENDY ENGELBERG, GIRLZ GONE RIDING (GGR) AND/OR RELEASEES AS SET FORTH ABOVE.**

Signature of Parent or Legal Guardian if
Participant is less than 18 years of age

Today's Date

Age

Parent or Legal Guardian Address

City

State

Zip

(_____) _____
Phone Number