

OMBO TRAIL CARE CREW ACTIVITIES WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

PLEASE READ THIS DOCUMENT (“WAIVER AGREEMENT”) CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT OR CLAIM.

WAIVER: In consideration of permission to participate in the Oahu Mountain Bike Ohana’s (“OMTBO”) Trail Care Crew visit activities during the 2015 year, and thereafter, I, on behalf of myself, my spouse, my children, my parents, my heirs, my executors, my personal representatives, or assigns, **DO HEREBY RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE** OMTBO, International Mountain Bike Association (“IMBA”), their directors, officers, employees, volunteers, event organizers, sponsors, independent contractors, and agents from liability, claims, demands, or suits of any kind arising out of my participation in this event, even though that liability, claim, demand, or suit may arise out of the negligence or carelessness on the part of the persons or entities named in this waiver agreement.
(INITIALS _____).

ASSUMPTION OF RISK: OMTBO Trail Care Crew activities include trail work and mountain bicycling riding and racing which, by nature carry certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries, and I expressly acknowledge and assume these risks. I further agree that I am medically able and properly trained to participate in these activities.

Trail work involves exertions of strength and can involve stress on the cardiovascular and other systems. The use of hand tools, power tools and other trail building implements and equipment can cause harm even when used properly. Specific risk associated with trail work can range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as concussions, broken bones, and heart attacks to 3) catastrophic injuries including paralysis, brain damage and death.

Mountain bicycling involves physical exertion and potential impact with physical objects, including but not limited to bicyclists, vehicles, animals, trees, rocks, cliffs and the ground. The specific risks involved in mountain biking can range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as concussions, broken bones, and heart attacks to 3) catastrophic injuries including paralysis, brain damage and death.
(INITIALS _____).

INDEMNIFICATION AND HOLD HARMLESS: I also agree to **HOLD HARMLESS AND INDEMNIFY AND DEFEND** OMTBO, IMBA, their directors, officers, employees, volunteers, event organizers, sponsors, independent contractors, and agents from all claims arising out of or resulting from my negligence and to reimburse them for any expenses incurred as a result of my involvement at OMTBO’s Trail Care Crew activities. I further agree to pay all costs and attorneys’ fees incurred by OMTBO or IMBA in investigating and defending a claim or suit for any such claim.
(INITIALS _____).

SEVERABILITY: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Hawaii and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read the previous paragraphs and **I KNOW THE NATURE OF THE ACTIVITIES** at OMTBO's Trail Care Crew activities. **I UNDERSTAND THE DEMANDS** of those activities relative to my physical condition and skill level, and **I APPRECIATE THE TYPES OF INJURIES** that may occur as a result of activities made possible by OMTBO. **I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.**

(INITIALS _____).

ACKNOWLEDGMENT OF UNDERSTANDING: I HAVE READ THIS WAIVER AGREEMENT and fully understand its terms. **I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE.** I acknowledge that I am signing the agreement freely and voluntarily, **AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY** to the greatest extent allowed by law in the State of Hawaii.

_____	_____	_____
Print Name	Signature	Date
_____	_____	
Email Address	Contact Phone Number	
_____	_____	
Emergency Contact Name	Phone Number	

CONSENT AND RELEASE ON BEHALF OF MINOR BY PARENT/GUARDIAN
(If participant is under the age of 18)

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby **RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** OMBO, IMBA, their directors, officers, employees, volunteers, independent contractors, and agents from all liability, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of OMTBO, IMBA, their directors, officers, employees, volunteers, independent contractors, and agents.

INDEMNIFICATION AND HOLD HARMLESS: I further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against OMTBO or IMBA, **I WILL INDEMNIFY, SAVE AND HOLD HARMLESS** OMTBO, IMBA, their directors, officers, employees, volunteers, independent contractors, and agents from any litigation expenses, attorney fees, loss liability, damage, or cost any release may incur as the result of any such claim.

ACKNOWLEDGMENT OF UNDERSTANDING: I HAVE READ THIS WAIVER of liability and indemnification agreement and fully understand its terms. I understand that by signing it **I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE, INCLUDING THE RIGHT TO SUE.** I acknowledge that I am signing the agreement freely and voluntarily, **AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY** for the above mentioned minor to the greatest extent allowed by law in the State of Hawaii.

_____	_____	_____
Parent/Guardian Name	Parent/Guardian Signature	Date
_____		_____
Email Address	Contact Phone Number	