

# RELEASE/WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR SWAMP MOUNTAIN BIKE CLUB, INC.

*(SWAMP MOUNTAIN BIKE CLUB INC. is a Florida Not For Profit Corporation)*

Name of Activity or Event. \_\_\_\_\_  
(i.e. race/trail maintenance/festival, etc.)

READ THIS AGREEMENT CAREFULLY. IT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE SWAMP MOUNTAIN BIKE CLUB, INC. AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS MEANING OR EFFECT.

1. IN CONSIDERATION of SWAMP MOUNTAIN BIKE CLUB, INC. (hereinafter referred to as "**SWAMP**") allowing me to participate in this SWAMP activity or event and permitting my access to and use of SWAMP services, equipment, and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, for myself, and on behalf of myself, my spouse, significant other, children, parents, guardians, heirs, next-of-kin, personal representatives/executors, administrators, trustees, agents/attorney-in-fact, surrogates, and successors and assigns (all hereinafter referred to as "**RELEASORS**"), hereby agree to and make the following contractual representations, pursuant to this Release/Waiver of Liability and Hold Harmless Agreement (hereinafter referred to as "**RELEASE AGREEMENT**").

2. I hereby release, waive, discharge, and hold harmless for, and on behalf of myself and all other RELEASORS, any action or causes of action which may hereafter and for all time, arise for me and/or my estate (if I am deceased). I further agree and covenant that under no circumstances will I or any of the RELEASORS prosecute, or present any lawsuit or claim for personal injury; damages or loss of any nature including but not limited to property damage, loss or theft; bodily harm; permanent disability; paralysis; dismemberment; and death (wrongful or otherwise), that may be alleged or sustained by me or any property belonging to me, against SWAMP, its directors, officers, employees, instructors, guides, agents, affiliates, promoters, organizers, representatives, independent contractors, vendors, volunteers, subcontractors, suppliers, sponsors, successors, and assigns (all hereinafter referred to as "**RELEASEES**"). It is my express intent that this RELEASE AGREEMENT shall apply to and bind myself and all other RELEASORS for any injury, damages, loss or death, even if through negligence, caused in whole or in part by the RELEASEES. This release includes any attorney's fees and costs incurred by me.

3. I have actual knowledge, awareness, and appreciation for the inherent risks involved throughout all phases of this activity or event. Risks include, without limitation, the potential for serious bodily injury, permanent disability, paralysis, and death. Acknowledged general risks include, without limitation, exposure to extreme conditions and circumstances; accidents; illness; contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course, trail, road or thoroughfare conditions; inadequate safety measures; participants of varying skill levels; unidentified risks and dangers which may not be readily foreseeable, and all other presently known risks and dangers. I understand and acknowledge that these risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in, attending or viewing the activity or event OR the actions, inactions, or negligence of the RELEASEES and I expressly assume all such risks and responsibility for any damages, liabilities, losses or expenses arising out of and/or as a result of my participation in the activity or event. I voluntarily of my own free will and accord accept and assume full responsibility for all risks including, but not limited to, the following:

- a. Transportation risks to, from, and/or during the activity or event. These risks include to pedestrians and bikers, as well as all operators and passengers in any conveyance including but not limited to, motor vehicles, off-road vehicles, all terrain vehicles, golf carts, buses and multi-passenger transportation.
- b. Risks from extreme physical exertion and/or dehydration.
- c. Risks from use or misuse, malfunction and/or failure of routine and/or specialized equipment during the activity or event.

- d. Extended exposure to outdoor elements (which may be extreme at times) including but not limited to heat, cold, rain, wind, thunderstorms, lightning, and darkness. Also risk of being struck by falling limbs, trees, rocks and other debris.
- e. Risk of biking and walking falls and injury due to trail or thoroughfare degradations such as wash-outs, blockages, overgrowth, erosion, and animal activity such as rooting, burrowing and trail blocking.
- f. Risks from encountering and coming in contact with wild animals including but not limited to, venomous and non-venomous reptiles bobcats, Florida panthers, bears, feral hogs, turkey vultures/buzzards, etc.
- g. Risks from encountering and coming in contact with poisonous plants.
- h. Risks of consuming food and/or beverages.
- i. Risks of dog bite by dog(s) at the activity or event which may be owned by other participants, spectators, vendors, unknown persons, or even a stray dog.
- j. I certify that I am physically and mentally able to undertake and assume the risks involved in this activity or event and have not been medically advised against my participation.

4. I hereby grant permission to the activity or event leaders to seek emergency medical, rescue or evacuation services for me should I become injured or ill with the understanding that I shall be responsible and liable for any and all expenses incurred. I understand that SWAMP does not provide any medical insurance for me while participating in this activity or event. I further agree to release, defend, hold harmless and indemnify all RELEASEES and any other person, including licensed medical professionals, acting based on the Florida Good Samaritan Act who, in good faith, render emergency care or treatment or undertake my removal from an unsafe or dangerous location for purposes of treatment or evacuation.

5. I acknowledge that photographs, video recordings (including by unmanned aerial vehicles) may be taken during the activity or event. I herein give permission and authorization for those materials to be used for promotional and media purposes by SWAMP and its sponsors.

6. I acknowledge and agree that this RELEASE AGREEMENT shall be construed pursuant to the laws of the State of Florida and that the venue for any legal proceeding concerning this RELEASE AGREEMENT shall be in Hillsborough County, Florida.

7. I agree that if, despite my intent to be bound by the terms of this RELEASE AGREEMENT, I or anyone on my behalf makes a claim for liability for any property damage, loss, personal injury, or death against any of the RELEASEES, I will indemnify, defend, and hold harmless each of the RELEASEES from any such liability which may be incurred as a result of such claim(s). This indemnification includes without limitation claims brought by other participants, spectators, guests, and vendors, resulting from my participation in the activity or event.

8. I acknowledge and accept that the activity or event may take place on, access, or pass through premises owned by various individuals, entities, and/or government/public lands. I agree to release from liability and waive all claims I may have or allege, even claims for negligence, and hold the property owners harmless for any loss, damage, personal injury, or death.

9. If any provision of this RELEASE AGREEMENT is held to be unlawful, void, or for any reason unenforceable, that provision shall be deemed severable from the rest of this RELEASE AGREEMENT and shall not affect the validity and enforceability of any remaining provisions.

10. In entering into this RELEASE AGREEMENT, I am not relying on any oral or written representations, advertisements, promotional materials, or statements made by the RELEASEES with respect to the safety of participating in activity or event.

(Initials)\_\_\_\_\_ I UNDERSTAND THAT I MUST COMPLETE A SEPARATE RELEASE AGREEMENTS FOR ANY MINOR(S) AND/OR DOG(S) BROUGHT TO THE ACTIVITY OR EVENT.

**I CONFIRM THAT I, (Print Name) \_\_\_\_\_, AM OVER 18 YEARS OF AGE, CAN READ AND UNDERSTAND THE ENGLISH LANGUAGE, AND HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT.**

Signature\_\_\_\_\_ Date:\_\_\_\_\_

Status \_\_\_\_\_ (participant/racer/vendor/volunteer/trail crew, etc.) Phone #: \_\_\_\_\_

Email: \_\_\_\_\_ Emergency Contact #: \_\_\_\_\_

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