

NEMBA ANNUAL LIABILITY WAIVER 2018
ACKNOWLEDGMENT AND ASSUMPTION OF RISKS
& RELEASE AND INDEMNITY AGREEMENT

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.
YOU SHOULD READ BOTH SIDES CAREFULLY BEFORE SIGNING.**

All participants must sign this Document. For participants under 18 yrs. of age (hereafter sometimes ‘minor’ or ‘child’), one or both parent/s or guardian/s (hereafter collectively ‘parent/s’) must also sign. In consideration of the services of the New England Mountain Bike Association, a charitable, not-for-profit corporation, organized and existing under the laws of Massachusetts, and its chapters, including all officers, employees, representatives, agents, independent contractors, volunteers (including leaders and co-leaders), members and all other persons or entities associated with it (collectively referred to in this Document as 'NEMBA'), **I (participant and parent/s of a minor participant), acknowledge and agree as follows:**

I understand and acknowledge that by signing this document, I am releasing, on behalf of myself (and my minor children, if any) and my agents, heirs, executors, administrators, and assigns (collectively "Releasers"), NEMBA, the managing agencies operating the public land or the private landowners of the property on which this event is held, and their respective volunteers, sponsors, promoters, affiliates, heirs, attorneys, directors, officers, employees, agents, members, successors and assigns (collectively "Releasees"), from any and all claims, debts, demands, rights, actions, causes of action, whether known or unknown, at law or in equity, which I ever had, now have, or in the future may have against Releasees relating to or in connection with my participation (or that of my minor children) in any of NEMBA’s activities, including but not limited to NEMBA rides, trail work, skills clinics, trail schools, camping trips, festivals, socials, and meetings. **Leaders of most NEMBA activities are volunteers. They are not paid professional guides or leaders. In all activities, participants share in the responsibility for their own safety. Participants (and parent/s of minors) take responsibility for having appropriate skills, physical conditioning, equipment and supplies for these activities.**

These activities include inherent and other risks, hazards and dangers (referred to in this Document as ‘risks’) that can cause or lead to injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others. Some, but not all of these risks include: hazardous and unpredictable ground, water or weather conditions; misjudgments made by leaders, co-leaders, participants or others; travel in remote areas that can cause delays in transportation, evacuation and medical care; equipment that can fail or malfunction; the potential that the participant or others (e.g. co-participant, driver, medical and rescue personnel) may act carelessly or recklessly. I understand that NEMBA staff, leaders or other personnel cannot assure participant's safety or eliminate any of these risks. Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of minors) assume and accept full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by participant, resulting from those risks, and resulting from participant’s negligence or other misconduct.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This Release and Indemnity agreement contains a surrender of certain legal rights. I (adult participant, or parent/s for themselves and for and on behalf of their participating minor child) agree as follows:

_____ **INITIAL**

(1) to release and agree not to sue NEMBA, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively 'claim' or 'claim/s') for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, or use of NEMBA equipment, facilities or premises. I understand I agree here to waive all claim/s I or my child may have against NEMBA, and agree that neither I, my child, or anyone acting on my or my child's behalf, will make a claim against NEMBA, as a result of any injury, damage, death or other loss suffered by me or my child;

(2) to defend and indemnify ('indemnify' meaning protect by reimbursement or payment) NEMBA with respect to any and all claim/s brought by or on behalf of me, my child, a family member, a co-participant, or any other person for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities or use of NEMBA equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from NEMBA's negligence (but not its gross negligence or intentional or reckless misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency or medical response, assessment or treatment), property damage, breach of contract or any other claim.

I agree that the substantive laws of Massachusetts govern this Document and all other aspects of my relationship with NEMBA, and that any mediation, suit, or other proceeding must be filed or entered into only in Massachusetts. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.**

Participant and parent/s of a minor participant agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me, my minor children and other family members, and my heirs, executors, representatives and estate. One or both parent/s must sign below for any participating minor (those under 18 years of age).

This NEMBA Annual Liability Waiver 2018 is valid for NEMBA activities throughout the current calendar year and is valid through December 31, 2018. I acknowledge that this Release is a contract with legal consequences and not a mere recital, that I have been advised to read it carefully before signing, and that I sign my name below as my own free act and deed.

Name: _____

Address: _____

Phone: _____

Email: _____

If Minor, Name of Legal Guardian: _____

Signature: _____ Date Signed: _____

NEMBA Chapters should keep all waivers on file or send to NEMBA, PO Box 2221, Acton MA 01720