

# NEMBA Trail Care Liability Waiver Release Not to Sue

Event: \_\_\_\_\_ Date: \_\_\_\_\_ Total Participants: \_\_\_\_\_

This document effects your legal rights. You should read it carefully before signing.

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 "Releasors"), the New England Mountain Bike Association, the managing agencies operating the public land 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 NEMBA Trail Care (NTC), including, but not limited to, personal injuries and property damage which have arisen or which may arise out of any activities related to the NTC, whether or not caused by the negligence of any of Releasees.

Releasors agree not to sue any of Releasees for or in connection with my personal injuries, death, or property damage (or those of my minor children, if any) resulting from participation in NTC.

I understand and acknowledge that NTC is physically demanding and may result in personal injury and/or property damage. I further understand and acknowledge that I (and my minor children, if any) have a responsibility to follow the instructions of NTC personnel and to be familiar with the terrain on which NTC activity occurs. I further represent that I (and my minor children, if any) are in good health and are physically prepared to participate in NTC activities.

For the valuable consideration of the acceptance of my application (and/or that of my minor children, if any) to participate, observe, ride, or volunteer in NTC, and to enter the site of NTC activities, I freely agree to the terms of this Release. With this Release, I intend to bind myself (and my minor children, if any) and my agents, heirs, executors, administrators, and assigns.

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.

NEMBA Member: Yes \_\_\_ No \_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

NEMBA Member: Yes \_\_\_ No \_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

NEMBA Member: Yes \_\_\_ No \_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

NEMBA Member: Yes \_\_\_ No \_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

NEMBA Member: Yes \_\_\_ No \_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

NEMBA Member: Yes \_\_\_ No \_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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