

## **Saratoga Shredders Mountain Bike Rides and Clinics**

### **Release of Liability, Waiver and Indemnity Agreement**

Please read and initial on the lines below to show your agreement.

#### **Voluntary Participation Statement**

My child or children and I are voluntarily participating in a mountain bike ride(s) or clinic(s). "Mountain Biking" in this agreement means all of the following activities: individual rides, group rides, races, contests, demonstrations, seminars, clinics, pre-or post-ride gatherings, and any other related activities connected with EcoFete LLC's promotion or offering of Mountain Biking experiences. The nature of Mountain Biking contains inherent risks related to the operation of a bicycle and encounters with the natural environment as well as natural and manmade obstacles.

\_\_\_\_\_ I have read and agree to the Voluntary Participation Statement.

#### **Safety Acknowledgement**

I have been advised that all riders must wear a helmet and on behalf of myself, my child or children, I recognize that it is my responsibility as the parent or guardian to ensure that I, my child or children, all have adequate head protection and any other desired protective devices and that such helmets or other protective devices are worn during any Mountain Biking.

I am aware of the basic mechanics of my own bicycle and any bicycle ridden by a child of mine. I understand that it is my responsibility to ensure that I feel safe and secure upon my own bicycle and that I may stop riding at any time. Likewise, I understand that if I feel my child or children's bicycle(s) are unsafe or that my child or children are riding in an unsafe manner, then I have an obligation and duty as a parent or guardian to teach my child or order my child to stop riding until such condition or behavior is corrected.

\_\_\_\_\_ I have read and agree to the Safety Acknowledgement.

#### **Assumption of Risks**

I acknowledge that Mountain Biking is an activity with inherent risks that I assume on behalf of myself and my child or children. There may be significant risks associated with Mountain Biking including bicycle mechanical failure; distraction or failure due to problems with protective devices; collisions (including stationary objects, with other riders, or other park guests including vehicles); injury caused by interaction between bicycle and other objects such as clothing worn while riding; distractions (including distraction of riding in a group); natural conditions (including variations in terrain, potholes, tree stumps, roots, or other obstacles to vision or safe passage); weather related challenges (slippery or muddy trails or pathways); loss of control from rapid changes in speed; becoming lost or separated from instructors or other participants;

and accidents from inattention or negligence (my own, my child or children's inattention, or caused by other participants, volunteers, or staff).

I understand that though EcoFete LLC has trained volunteers to assist with my child or children, ultimately the risks involved with these Mountain Biking activities are risks that I voluntarily assume on behalf of myself, my child or my children. I understand that if I am concerned about these risks and my child or children's welfare that I have several options: (1) I may not participate or stop participation in this Mountain Biking experience at any time; or (2) I may train as a volunteer and alleviate some of my concerns about my child or children by providing more active personal supervision of my child or children's activities while continuing to be liable for and assuming the same risks.

I understand that Saratoga Spa State Park is taking its own risks in allowing these activities to take part within the park. I FREELY AGREE TO ASSUME ALL RISKS WHATSOEVER FOR MOUNTAIN BIKING ACTIVITIES AND TO RELEASE AND HOLD HARMLESS FROM LIABILITY FOR ANY INTENTIONAL, UNINTENTIONAL, OR NEGLIGENT ACT THE FOLLOWING PERSONS: SARATOGA SPA STATE PARK, THE STATE OF NEW YORK, ECOFETE LLC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, VOLUNTEERS, OR SPONSORS.

I understand that I am expected to have health insurance for my child and that the clinic or EcoFete LLC does not have insurance to cover any costs associated with any incidents, damages, or claims involving my child, children, or myself. I authorize EcoFete LLC, its directors, officers, employees, or volunteers to call for, authorize, and/or administer first aid or emergency care for my child, children, or myself.

\_\_\_\_\_ I have read and agree to the Assumption of Risks.

### **Release of Liability, Waiver of Claims**

For myself, my child or children, and all personal representatives, beneficiaries, distributees, heirs, and assigns, I hereby waive any and all claims in law or equity including claims for injury to personal property (property damage, theft, loss or conversion), persons, bodily injury, death, disability, EVEN IF ARISING FROM NEGLIGENCE OR INTENTIONAL ACTS ON THE PART OF SARATOGA SPA STATE PARK, THE STATE OF NEW YORK, ECOFETE LLC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, VOLUNTEERS, OR SPONSORS; or otherwise, that in any way relate to my participation or my child or children's participation in Mountain Biking.

IF I VIOLATE THIS AGREEMENT BY BRINGING A CLAIM AGAINST ECOFETE LLC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, VOLUNTEERS, OR SPONSORS (INCLUDING SARATOGA SPA STATE PARK, THE STATE OF NEW YORK, OR ANY OTHER PARK OR LOCATION OWNER WHERE I OR MY CHILD MIGHT PARTICIPATE IN MOUNTAIN BIKING THROUGH THIS CLINIC, I AGREE TO INDEMNIFY SUCH PERSONS BY COVERING ALL REASONABLE ATTORNEYS FEES, AND COSTS OF CLAIMS OR DAMAGES. By signing this release I do not release or hold harmless any park goers or drivers which are not a part of this Mountain Biking experience.

\_\_\_\_\_ I have read and agree to the "Release of Liability, Waiver of Claims, and Indemnification."

**Media Release and License**

\_\_\_\_\_ I **allow** and authorize EcoFete LLC on behalf of myself, my child or my children, to use any media images or likeness for purposes of promotion, advertising, or social media interaction.

\_\_\_\_\_ Please **do not use** my image, or my child or my childrens' image. I understand that if there is a group photograph and it is not easy to detect my child from the group that my child's image may be used and I understand that if I do not want my child's picture taken that it is my responsibility to make sure that my child understands and knows to refrain from being in group photographs.

I, the parent(s) and guardian(s) of the above named child or children have read and agree to the preceding paragraphs in consideration of allowing my child or children to participate in such Mountain Biking activities lead or organized by EcoFete LLC doing business as Mini Shredders. I understand that I have a choice and right not to participate in Mountain Biking or to prohibit my child or children from doing so.

Parent/Guardian #1 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian #2 Signature: \_\_\_\_\_ Date: \_\_\_\_\_