

WAIVER/RELEASE IN FULL OF ALL CLAIMS AND CONSENT

In consideration for allowing my participation in Terry Peak Mountain Festival Mountain biking race/event, I agree to the following:

Risks of Mountain Biking: I fully realize and appreciate the dangers of riding a bicycle on trails and fully assume the risks associated with this activity including, but not limited to, the dangers of collision with animals, vehicles, hikers, other bikers, trees and other fixed or moving objects; the dangers arising from surface hazards, rocks, uneven terrain, broken roads, equipment failure, inadequate safety equipment, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with biking-related mishaps. I understand that potentially dangerous situations may arise during the event which are beyond the control of Black Hills Chairlift Company and Terry Peak Mountain Festival. Knowing these risks involved, I nevertheless agree to assume those risks and to release all the persons or entities set forth herein below for any injury, death, illness, property damage or theft which may occur during this race/event or in the travel to and from this race/event.

Responsibilities/Duties of Biker: I attest I will be riding at my own risk and release the entities set forth herein below from liabilities for any injury, death, illness, or damages which may occur to me or anyone else. I further attest that I am physically fit and have sufficiently trained for the completion of this event/race. I also agree to wear an ANSI or SNELL approved bicycle helmet at all times when riding a bicycle during this event/race. I consent to and permit emergency medical treatment in the event of injury or illness. I attest that I will abide by the rules and regulations of the race/event, as well as all federal, state and local municipal laws applicable, including vehicle laws and practice safety in bicycling. I further attest that I am of legal age and sign this release as my own free act.

Waiver/Release: Having read the foregoing provisions, I hereby waive, release, and discharge, for myself, my heirs, my executors, administrators, personal representatives, successors, and assigns, any rights or claims which I have or may hereafter accrue to me against the officers, representatives, agents, organizers, employees, owners, volunteers, members and Black Hills Chairlift Company and Terry Peak Mountain Festival, participating clubs, sponsoring businesses and organizations, and the cause(s) for which I am raising funds, if any, for any and all damages which may be sustained by me directly or indirectly in connection with my participation in this event. I further agree this release shall apply to and cover the unknown and unanticipated consequences of injuries known to be sustained by me in the event/race and, further, to all unknown and unanticipated injuries and damages resulting from the event/race. I further agree to indemnify and hold harmless the entities or persons identified herein from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event/race.

**CAUTION. THIS IS A RELEASE.
READ BEFORE SIGNING.**

Signature _____
Name (Print) _____ Date _____

PARENT/GUARDIAN WAIVER FOR MINORS

The undersigned parent/legal guardian of _____ [Print Name of Minor] hereby represents that he/she is the parent or legal guardian and consents to and authorizes said minor to participate in the Terry Peak Mountain Festival. The undersigned parent/legal guardian further has read the Waiver/Release in Full of All Claims and Consent and understands and agrees to the same, including, but not limited to, the risks associated with mountain biking, the responsibilities/duties of the biker, and the waiver/release of all liability as set forth therein.

Signature of Parent/Legal Guardian _____ **Date** _____

Print Name of Parent/Legal Guardian _____