

LIABILITY WAIVER, RELEASE AND INDEMNIFICATION

MONTANA VELO // MONTANA CYCLING LAB

THIS LIABILITY WAIVER AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In conjunction with my application for participation in programs offered by MONTANA VELO, a Montana non-profit corporation, I am providing this Liability Waiver, Release and Indemnification. I acknowledge that by signing this document, I am releasing MONTANA VELO, its sponsors, volunteers, officers, directors, agents or representatives, as well as any other MONTANA VELO participant (collectively referred to as "Releasees"), from any and all damages which may be sustained by me in connection with my association with or participation in MONTANA VELO.

In consideration of my agreement to participate in MONTANA VELO, I hereby freely agree to and make the following contractual representations and agreements.

I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in MONTANA VELO, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, THE RIDER'S OWN NEGLIGENCE, NEGLIGENCE OF OTHER RIDER'S, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with an athletic cycling ride or training.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE OR ALLEGE CLAIMS FOR DAMAGES against the Releasees from any and all rights and claims INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with MONTANA VELO.

I understand and agree that situations may arise during participation in MONTANA VELO programs which may be beyond the immediate control of the MONTANA VELO staff or volunteers, and I further represent that I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in MONTANA VELO programs, or would interfere with my ability to participate in MONTANA VELO programs.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees and costs) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for fraud, willful and wanton negligence resulting in injury, and/or willful violation of law. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification.

Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable. This agreement shall be enforced in accordance with the laws of the State of Montana.

I also give MONTANA VELO permission to photograph and use pictures or visual and audio tapes of me in professional, fund-raising or marketing materials and activities.

I am the parent or guardian of ____ (FILL UP IN THE DIGITAL FORM ____ (Child under 18 years old). My Child is fit for participation in **MONTANA VELO**, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE MONTANA VELO LIABILITY WAIVER AND RELEASE AGREEMENT.** In consideration of allowing my Child to participate, I consent to it and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD**, my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable attorneys' fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in **MONTANA VELO, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others, excepting however, injuries adjudged to be caused by Releasees' willful and wanton negligence, willful violation of law, or fraud. **I PROMISE NOT TO SUE OR BRING ANY CLAIM FOR DAMAGES AGAINST THE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in **MONTANA VELO**.