

**SANDIA PEAK SKI COMPANY  
MOUNTAIN BIKE RACE RELEASE**

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING NORBA AND OTHERS FROM LIABILITY. THIS ENTRY BLANK AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of National Off-Road Bicycle Association's (NORBA) issuance of a license to me or the acceptance of my application for entry in the above event, 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 danger of participating in a mountain bicycle race 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 racers and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, **THE RELEASED PARTIES' OWN NEGLIGENCE**, and weather conditions; and the possibility of serious physical and/or mental trauma or injury or death associated with athletic cycling competition.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE AND INDEMNIFY** the sponsors of this event, specifically including Sandia Peak Ski Company, NORBA, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts, and properties and their respective agents, officials, and employees through or by which events will be held (collectively, the "Released Parties") **FROM ANY** and all rights and **CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' 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 the event, or travel to or return from the event, including **PERSONAL INJURY or DEATH**.

I agree it is my sole responsibility to be familiar with the race course, NORBA rules and any special regulations for the event. I understand and agree that situations may arise during the race which may be beyond the immediate control of the race officials or organizers, and I must continually ride so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my competition equipment. I will compete wearing a helmet which satisfies the requirements of NORBA Racing Rules and that can help reduce serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.

I understand that drug testing may be conducted for athletes registered for this event and that the use of blood boosting or substances prohibited by NORBA rules would make me subject to penalties including, but not limited to, disqualification's and suspension. I agree to be subject to drug testing if selected, and its penalties if I fail to comply with the testing or am found positive for the use of a banned substance.

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 any judgement or settlement) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. 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 of modification.

Name (PLEASE PRINT) \_\_\_\_\_ Racing Age \_\_\_\_\_ NORBA Lic. No. \_\_\_\_\_

Street \_\_\_\_\_ City, State and Zip \_\_\_\_\_

Who to notify in case of emergency: Name \_\_\_\_\_ Phone \_\_\_\_\_

Signature of entrant \_\_\_\_\_ Today's Date \_\_\_\_\_

**CONSENT AND RELEASE OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_ (Minor). My Child is fit for the race, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE 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 RELEASED PARTIES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Released parties (including reasonable attorney's fees or costs) as direct or indirect result of injury to me or my Child because of my Child's participation in the Race, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES** or others. **I PROMISE NOT TO SUE NORBA OR ANY RELEASED PARTY** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the Race.

Parent or Guardian PRINT NAME \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_