

**VERMONT MOUNTAIN BIKE ASSOCIATION
EASTERN STATES CUP ENDURO WOODSTOCK, VT
WAIVER AND RELEASE OF LIABILITY
AGREEMENT**

PLEASE READ THIS DOCUMENT CAREFULLY. It has important legal consequences.

The individual named below (referred to as "I" or "me") desires to participate in EASTERN STATES CUP ENDURO WOODSTOCK, VT, taking place on September 8th 2024, located in Woodstock and Pomfret Vermont, the activities of which include, but are not limited to, mountain biking, jumps, drops, steep downhill, rock gardens, wooden bridges and riding features, time-trail races, fast downhill sections, technical terrain, rock ride features, marked timed stages, public road transfers and any other associated mountain biking activities taking place during EASTERN STATES CUP ENDURO WOODSTOCK, VT (the "Activity").

In consideration of being permitted by the VERMONT MOUNTAIN BIKE ASSOCIATION ("VMBA"), and its SUBORDINATE CHAPTERS ("Chapters") (and collectively, the "Company"), to participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument ("Release"):

ASSUMPTION OF RISK: I am aware and understand that the activity is a potentially dangerous activity and involves the risk of serious injury, disability, psychological injury, pain, death, and/or property damage. I acknowledge that any injuries that I sustain may result from or be compounded by the actions, omissions, or negligence of the company, including negligent emergency response or rescue operations of the company. The risks may include, but are not limited to, those caused by terrain, facilities, natural and artificial course features, temperature, weather, condition of participants and volunteers, course conditions, course surface, course layout, purposeful jumps, drops or terrain other elements, natural hazards such as trees or rocks, unforeseen hazards arising during the Activity, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, and/or producers of the Activity. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

RELEASE: I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, managers, employees, volunteers, agents, affiliates, shareholders/members, successors, and assigns (collectively, "Releasees"), on account of bodily injury, psychological injury, pain, illness, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Vermont law does not permit to be released by agreement.

INDEMNIFICATION: I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any other Releasees, arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

MEDICAL TREATMENT: I have informed the Company of any medical or mental conditions that would affect my ability to safely participate in the Activity. I hereby consent to receive medical treatment deemed necessary if I am

injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

SEVERABILITY & CHOICE OF LAW: This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. However, the foregoing does not include any prior release or waiver entered into between the Releasees and me that is not specific to the particular Activity and/or event contemplated herein. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Vermont without giving effect to any choice or conflict of law provision or rule (whether of the State of Vermont or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Vermont and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY

Signature of Participant:

Printed Name of Participant:

Date:

I AM A PARENT OR LEGAL GUARDIAN OF THE MINOR NAMED ABOVE. I HAVE THE LEGAL RIGHT TO CONSENT TO AND, BY SIGNING BELOW, I HEREBY CONSENT AND AGREE TO THE TERMS AND CONDITIONS OF THIS RELEASE OF LIABILITY.

Signature of Parent or Legal Guardian:

Printed Name of Parent or Legal Guardian:

Date:
