

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING RIDGE RIDER RACING, LLC, AND OTHERS FROM LIABILITY. THIS ENTRY FORM AND RELEASE IS A CONTRACT WITH LEGAL CONSEQUENCES. **I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.**

In consideration of Ridge Rider Racing, LLC issuance the acceptance of my application for entry in the Dakota Five-O mountain bike race for the year of 2023, 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 a 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, event organizers and volunteers, 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 temperatures; and the possibility of serious physical and/or mental trauma or injury 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, Ridge Rider Racing, LLC, 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 the 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.

I agree it is my sole responsibility to be familiar with the race course, 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 of the condition and adequacy of my competition equipment. I will compete wearing a helmet, which satisfies the requirements of off road cycling and that can protect against serious head injury, and assume all responsibility and liability for the selection of such helmet. I have no physical, mental 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 certify as a material condition to my being permitted to enter this race, that I am physically fit and sufficiently trained for the competition of the event and that a licensed Medical Doctor has verified my physical condition.

In the event of an illness, injury or medical emergency arising during the event I hereby authorize and give my consent to the Event Director to secure from any accredited hospital, clinic and/or physician any treatment deemed necessary for my immediate care. I agree that I will be fully responsible for payment of any and all medical services and treatment rendered to me including but not limited to medical transport, medications, treatment, hospitalization.

Furthermore, I grant permission to all the foregoing to use my name, voice and images of myself in any photographs, motion pictures, results, publications or any other print, videographic or electronic recording of this event for legitimate purposes.

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 my claim in contravention of this agreement, the asserting party shall be liable for the expense (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such a 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 or modification.

By signing I am agreeing that I have read this document in its entirety, and am in agreement that this document is a legal and binding contract with legal

consequences _____ (initials)

Printed Name _____

Signature of Entrant _____ **Date** _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN: JUNIOR CLASS 18 & UNDER

I am the parent or guardian of _____ (child).

My Child is fit for the race, and I consent to my Child's participation. I HAVE READ AND I UNDERSTAND THE ATHLETE'S COMPETITION AND RELEASE AGREEMENT. In consideration of my 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 a 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 RIDGE RIDERS OF THE BLACK HILLS, LLC or any Released Party on my behalf or on behalf of my child regarding any claim arising from my child's participation in the Dakota Five-O Race.

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