

## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I, \_\_\_\_\_, (herein "Participant"), hereby agree to the acknowledgments, waivers, and releases of liability contained herein as a condition of my use, involvement or participation in any/all activities associated with the Merced Irrigation District's New Exchequer Mountain Bike Park (the "Park"). By signing this form, I acknowledge and agree that:

1. My use, involvement or participation in any/all activities associated with the Park is completely voluntary. I know and understand the scope, nature and extent of the risks and dangers associated with such activities, and I HEREBY ASSUME ALL OF THE RISKS AND RESPONSIBILITIES OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THE PARK, including by way of example and not limitation, dangerous conditions of land or property; any risks that may arise from negligence or carelessness on the part of the persons or entities being released; from dangerous or defective equipment or property owned, maintained, or controlled by them; defective or negligent design, carelessness and/or negligent instruction and/or supervision; or because of their possible liability without fault. I voluntarily, freely and expressly choose to incur all risks associated with my use, involvement or participation in any/all activities associated with the Park.
2. I acknowledge that my use, involvement with or participation in activity at the Park may involve a test of a person's physical and mental limits and carries with it the potential for, among other things, death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers. I further understand and acknowledge that some of those risks and dangers may not be readily obvious or reasonably foreseeable by myself or the Merced Irrigation District.
3. I certify that I am physically fit, have sufficiently prepared or trained for my use, involvement with or participation in activities at the Park, and have not been advised to not participate by a qualified medical professional. I certify that there are no health related reasons or problems which would preclude my involvement or participation, but that I will limit my involvement or participation to reflect my personal fitness level, and to refrain from any and all actions that would pose a risk or hazard to myself or others.
4. I agree that my safety is primarily my own responsibility and I agree to make sure that I know how to safely use all equipment and devices necessary for my use and participation in activities at the Park, and that I know how to safely participate in said activities. I agree to observe and adhere to any and all rules and practices that may be employed to minimize the risk of injury, and I agree to stop and seek assistance if I do not believe that I can safely continue.
5. I acknowledge that this Form will be used by the event holders, sponsors, and organizers of the activity(s) in which I may participate, that it will govern my actions and responsibilities at said activity, and that the Merced Irrigation District undertakes no direct legal or financial responsibility for my personal safety or well being when I am at or participating in activities at the Park.
6. I forever release Merced Irrigation District, its Directors, officers and employees from any and all claims and causes of action that I or my representatives now have or may have in the future for personal injury, property damage or wrongful death occurring to me, that are in any way caused by or arising out of my use of, or participation in activities at the Park.

7. In addition to the acknowledgments and releases contained herein and to the fullest extent allowed by law, I hereby agree to release, waive, discharge, covenant not to sue, and agree to hold harmless and indemnify the Merced Irrigation District, as well as its Board of Directors, officers, employees, servants, agents, volunteers and agents from and against any and all injuries including death, damages, and claims to persons or property arising out of or in any way related to my use of the Merced Irrigation District's facilities located at or around the New Exchequer Mountain Bike Park. This indemnification agreement shall not be restricted to any insurance proceeds.
8. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.
9. I understand while participating or at the Park, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.
10. I agree and acknowledge that this Accident Waiver and Release of Liability Form shall continue in full force and effect now and in the future at all times during which I participate, either directly or indirectly, in the activities covered by this Form, and further that this shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf.
11. This Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. In the event that any one or more of the provisions of this agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law according to the jurisdiction of the state of California, the remaining portions will not be invalidated, and shall remain in full force and effect.

I CERTIFY THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND THE RIGHTS I AM GIVING UP. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, AND I SIGN IT OF MY OWN FREE WILL.

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Date

(if under 18 years old, Parent or Guardian must also sign)