

Racer # \_\_\_\_\_

12 Hours of Mesa Verde  
PO Box 1302  
Cortez, CO 81321



## HOLD HARMLESS – RELEASE OF LIABILITY AND INDEMNITY AGREEMENT for the 12 HOURS of MESA VERDE

We are required to have a completed, signed original waiver for every participant.

Please Print Clearly

Age on Race Day \_\_\_\_\_

Name: \_\_\_\_\_ Gender: \_\_\_\_\_ DOB: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

“PARTICIPANT” MEANS EACH INDIVIDUAL RACER LISTED ON THIS FORM PARTICIPATING IN THE 12 HOURS OF MESA VERDE RACE. THE “UNDERSIGNED” MEANS EACH PARTICIPANT.

The undersigned understands and agrees that taking part in mountain bike endurance racing, using the mountain bike tracks or courses or other available facilities for any purpose (hereinafter “the activity”) CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.

The undersigned expressly ASSUMES ALL RISKS associated with Participant’s participation in the activity, known or unknown, inherent or otherwise; the undersigned agrees and understands these risks include, but are not limited to, risks caused by disease, terrain, darkness, facilities, altitude, temperature, weather, condition of athletes, equipment vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors and/or producers of the event, and lack of hydration. The undersigned accepts and understands these risks. The undersigned understands and acknowledges: 1) Participant has been informed and understands all rules and regulations of participation in the activity; 2) Participant is responsible for reading, understanding and complying with all signage, including instructions on use of course and attendant facilities; 3) Participant must have the physical dexterity and knowledge sufficient to safely ride the course for the scheduled time; 4) Participant assumes the risks of mountain bike racing and engaging in activities related to mountain bike racing; 5) Participant may encounter motor vehicles, motorcycles, ATV and other motorized or non-motorized equipment related to the activity at any time; and 6) that falls and collisions occur and that injuries are a common and ordinary occurrence of the activity. The undersigned agrees and understands that **PARTICIPANT HAS THE OPPORTUNITY TO INSPECT THE RACECOURSES AND VENUES PRIOR TO PARTICIPATING** in the activity and that **PARTICIPANT ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS** including but not limited to risks associated with design, construction, layout and/or obstacles.

The undersigned ASSUMES ALL RISKS associated with the Participant’s participation in the activity. IN CONSIDERATION OF ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY, THE UNDERSIGNED AGREES TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY, 12 HOURS OF MESA VERDE, INC., volunteers and staff, its affiliated companies and subsidiaries, including but not limited to those that operate the race and associated events, the event Beneficiaries, Southwest Colorado Cycling Association (SWCCA), Montezuma County, Montezuma County Search and Rescue, the State of Colorado, the United States, and all their respective insurance companies, successors in interest, commercial and corporate sponsors, agents, volunteers, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a “Released Party”) FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the Participant’s participation in the activity. The undersigned takes full responsibility for any injury or loss to Participant, including death, which participant may suffer, arising in whole or in part out of the activity, INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY’S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. By execution of this release, THE UNDERSIGNED AGREES NOT TO SUE A RELEASED PARTY and agrees they are releasing any right to make a claim or file a lawsuit against any Released Party. The undersigned further agrees to defend and indemnify each Released Party for any and all claims of the undersigned and/or a third party arising in whole or in part from

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Initials

the Participant's participation in the activity. The undersigned agrees to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the undersigned.

The undersigned represents that Participant is in good health and there are no special problems associated with Participant's condition. The undersigned: 1) authorizes a licensed physician and/or other medical care provider to carry out any emergency medical care for participant; 2) authorizes any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agrees that upon Participant's transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for participant; 4) agrees to pay all costs associated with the medical care and related transportation provided for participant; 5) shall indemnify and hold harmless the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.

The undersigned agrees and understands that THIS RELEASE IS APPLICABLE TO EACH AND EVERY DAY PARTICIPANT PARTICIPATES IN THE ACTIVITY FOREVER and irrevocably grants 12 Hours of Mesa Verde, Inc., the right of publicity to own and use without compensation any image(s) collected of Participant while participating in the activity.

In consideration of allowing participant to participate in the activity and for using the racecourse and related facilities, THE UNDERSIGNED AGREES THAT ANY AND ALL CLAIMS for injury and/or death regarding an alleged incident SHALL BE GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION of any claim shall be in the District Court for the 22<sup>nd</sup> Judicial District, Montezuma County for that State of Colorado.

The undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor Participant, that he/she is WAIVING CERTAIN RIGHTS ON BEHALF OF THE MINOR PARTICIPANT that the minor Participant otherwise may have and that THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE. THE MINOR PARTICIPANT'S PARENT OR LEGAL GUARDIAN VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY AND ACKNOWLEDGES THAT BUT FOR SUCH GRANT OF PERMISSION, THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO TAKE PART IN THE ACTIVITY. By signing this agreement without a parent or guardian's signature, Participant represents they are at least 18 years of age. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives of the undersigned.

I HAVE HAD SUFFICIENT TIME TO CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AWARE I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, AND/OR MY HEIRS, SUCCESSORS OR ASSIGNS MAY OTHERWISE HAVE.

BY SIGNING BELOW, I STATE THAT I AM THE NAMED/REGISTERED PARTICIPANT.

\_\_\_\_\_  
SIGNATURE of PARTICIPANT (Required)

\_\_\_\_\_  
Date

\_\_\_\_\_  
PRINTED NAME of PARENT/LEGAL GUARDIAN

\_\_\_\_\_  
SIGNATURE of PARENT/LEGAL GUARDIAN

\_\_\_\_\_  
Date



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