



## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

Activity: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_ DOB: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**I, the undersigned, in consideration of being permitted to participate in any way in the above Activity, hereby agree that:**

1. I understand and agree that I am aware of the risks and dangers associated with participation in and transportation to and from this Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity.
2. I understand and agree that the Southern Off-Road Bicycling Association (SORBA), Triangle Off-Road Cyclists (TORC), other participants, any sponsors or advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, and their respective administrators, directors, agents, officers, volunteers, employees, and contractors (each considered one of the "RELEASEES" herein) shall not be legally responsible for any damage, injury, or loss resulting from any cause, including negligence.
3. I understand and agree that any equipment that I provide or borrow from TORC or any other RELEASEE is used at my own risk. I understand and agree that neither TORC nor any other RELEASEE shall be liable for any damage, injury, or loss resulting from the use of said equipment.
4. In consideration of being allowed to participate in this activity, I personally assume all risks in connection with this Activity and agree to **RELEASE, HOLD HARMLESS, INDEMNIFY, and COVENANT NOT TO SUE** SORBA, TORC, other participants, any sponsors or advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, and their respective administrators, directors, agents, officers, volunteers, employees, and contractors for any death, injury, damage or other loss which may occur in connection with this Activity
5. I authorize TORC and any other RELEASEE to photograph, tape, film, or make an audio recording of my participation in the Activity. I grant TORC and all other RELEASEES, including but not limited to any sponsors or advertisers, irrevocable license to reproduce, copy, display, perform, or otherwise use these materials. I understand and agree that these materials may be used for the purpose of promotion and/or education. I release TORC and all other RELEASEES, including but not limited to any sponsors or advertisers, from any liability connected with the publication, reproduction, release, or other use of these materials, and agree not to bring any claims against them growing out of such publication, release, reproduction, or other use of these materials.
6. The terms of this agreement shall serve as a release and waiver of liability, assumption of risk and indemnity agreement for myself, my personal representatives, executors, administrators, assignees, heirs, next of kin, and all members of my family, including any minors accompanying me.
7. I am legally competent to sign this release or my parent or guardian has also read and signed this release.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I MAY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY, WILLINGLY AND WITHOUT ANY COERCION, INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian, if under 18: \_\_\_\_\_