



ENTRY FORM

Name _____

Address _____

Phone # _____

Email _____

Emergency Contact name _____

Emergency contact phone# _____

Event Name _____

Amount enclosed: _____

Return to: Truman Lake Adventure Club

PO Box 1593

Warsaw, Mo. 65355

Feel Free to Have Fun!

& please sign the waiver on the reverse side.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in mountain biking/trail running activities , and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence **Truman Lake Adventure Club** and it's owners, directors, officers employ-ees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representatives and estate, and also agrees as fol-lows:

1. I acknowledge that participating in Truman Lake Adventure Club Events involves known and unanticipated risks which could result in physical or emotional injury, paralysis, or permanent disability, death, and property damage. Risks include, but not limited to, bro-ken bones, toen ligaments, or other injuries as results of falls; burns from camp fires; drowning in pools or other bodies of water; falls from play equipment or caused by uneven surfaces; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risk simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the central qualities of the activity.
2. I expressly accept and assume all of the risk inherent in this activity or that might have been caused by the negligence of the re-leasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I be-lieve that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless releasees from any and all claims, de-mands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or fa-cilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume -and bear the cost of- all risks that may be created, di-rectly or indirectly by any condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the bases of any claim of negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and I agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

I have read and understood this document and I agree to be bound by its terms.

Signature _____ **PRINT NAME** _____

ADDRESS _____ **City** _____ **State** _____ **Zip** _____

Telephone# (____) _____ **Date** _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (Print minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print name _____ Date _____

(If notarization is necessary, please sign & stamp this side of form.)