

MTBCornering San Diego

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")
BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THE RISKS INHERENT IN MOUNTAIN BIKING AND WILL WAIVE OR GIVE UP CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

In this Release Agreement the term "mountain biking" includes all mountain bike activities including, but not limited to, guided descents and ascents, clinics, lessons, camps, and private instruction (hereinafter "riding").

ASSUMPTION OF RISKS Mountain biking takes place on steep, rugged and challenging terrain and features, and will expose the rider to many risks, dangers and hazards. Falls and collisions occur frequently. Bicycles and related equipment may be placed under extreme stress and can malfunction. Helmets are mandatory. Full face helmets and other protective gear are strongly recommended. As with many adventure sports, riding involves the risk of injury, including serious injury, head injury, paralysis or death. The risk of injury increases with the degree of difficulty of the trail and speed. Although the risk of injury can never be eliminated, the rider can manage the risk through controlling speed and choosing terrain appropriate for the rider's skill and experience. What features and trails the rider chooses to ride is always at the discretion of the rider, not the mountain bike instructor or coach, or anyone else. (____ Initials)

I agree and understand that I will be held to assume the risk of all trail and course conditions, including but not limited to weather conditions, trail and course layout and construction, hidden or concealed obstacles, and potential collisions with other riders and wildlife. I have the right to stop and visually inspect course and trail conditions and may choose not to ride sections or features that I consider to be too dangerous, risky or unsafe for a rider of my skill level. (____ Initials)

WAIVER, RELEASE OF LIABILITY I agree to waive any and all claims and to release Eric Gasser, MTBCornering and their respective affiliates, subsidiaries, employees, representatives, contractors, volunteers and agents (hereinafter "the Releasees") from any and all liability for any loss, damage, expense or injury, including death, that I or my next of kin may suffer as a result of riding with Releasees, due to any cause whatsoever, including negligence, gross negligence, breach of contract or breach of any statutory or other duty of care on the part of the Releasees. I understand that the foregoing release covers failure on the part of the Releasees to take reasonable steps to safeguard or protect me from or warn me of the risks, dangers and hazards of riding. I also realize that Releasees may not have wilderness first aid and CPR training or that Releasees' first aid and CPR training might have expired; that Releasees are not trained as medical doctors, nurses, or emergency medical technicians; that all Releasees may be able to do in case of an accident is attempt to call the appropriate medical personnel; and that Releasees have no control over how long it will take for the medical personnel to arrive at the scene of a mountain bike accident. (____ Initials)

I acknowledge that the decision to attempt any trail, trail feature, maneuver, or obstacle encountered while riding with Releasees, was made entirely by me, without coercion or influence by Releasees, and with a full understanding and awareness of the risks to me associated with such trail, feature, maneuver, or obstacle. I waive any right to a jury trial for any claims arising from or related to any services provided by Releasees, and I acknowledge that claims shall be submitted to binding arbitration under the commercial arbitration rules of the FAA, and that the agreement shall be governed by and interpreted under the laws of the state of California. I acknowledge and agree that should any part of the Agreement be determined to be void or unenforceable by a court of law, the remainder of the waiver will remain binding on the parties. (____ Initials)

I represent and warrant that I am in good health and have no medical conditions or disabilities that restrict or impede my ability to participate in riding. I acknowledge that I have all necessary medications or aids that I might require in the event of a known medical issue (such as allergy medications, epi-pens, etc.). I acknowledge that I'm not relying on Releasees for medications; and I am not relying on Releasees to provide first-aid or any other medical treatment, and I waive any claim against Releasees to provide medical treatment or care of any kind during the riding. I agree that the Releasees are authorized to obtain medical care for me or to arrange for transportation to a medical facility or hospital if, in the opinion of Releasees, medical attention is needed. I further agree that upon arrival at the medical facility or hospital, Releasees shall have no further responsibility to me. I agree to pay all costs associated with such medical care and related transportation and to indemnify and hold harmless Releasees from any costs or claims arising from such medical care and related transportation. I have, and agree to maintain, valid and sufficient medical and accident insurance that will cover any harm or injuries I suffer while riding. I understand that this is my sole responsibility and release the Releasees from any claim or responsibility for not providing such coverage, or any failure to obtain and maintain such coverage. (____ Initials)

I further agree to defend, indemnify and hold harmless Releasees from any and all claims brought by third parties which arise in whole or in part from riding with Releasees.

BINDING AGREEMENT, PARENTAL RESPONSIBILITY This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. If this Agreement is being signed by a parent or

legal guardian on behalf of a child who is a minor, the undersigned parent or legal guardian acknowledges that he/she is signing this Agreement on behalf of him/herself and on behalf of the child, and that the child is bound by all the terms of this Agreement. This Agreement shall be binding upon the parent's and child's assignees, distributors, heirs, next of kin, executors and personal representatives.

Coronavirus/COVID-19 Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. (____ Initials)

MTB Cornering (MTBC) has put in place preventative measures to reduce the spread of COVID-19; however, MTBC cannot guarantee that you, any minors who are authorized by you to participate in a program, or family and friends with whom you interact following a class will not become infected with COVID-19. Further, attending an MTBC program could increase your and their risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, and any minors who are authorized by me to participate in a program, may be exposed to or infected by COVID-19 through such participation and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at a MTBC program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, MTBC employees, volunteers, and other program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, or any minor who is authorized by me to participate in a program, (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or they may experience or incur in connection my or their participation in a MTBC program ("Claims"). On my behalf, and on behalf of any minor authorized by me to participate in a program, I hereby release, covenant not to sue, discharge, and hold harmless MTBC, its employees, agents, and other representatives (including volunteers), of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of MTBC, its employees, agents, and representatives (including volunteers), whether a COVID-19 infection occurs before, during, or after participation in any MTBC program. (____ Initials)

I am signing below because I have read and agree to this Release Agreement.

Date _____ Print Name _____ Signature _____

I'm signing because I, the minor, acknowledge that I was involved in the decision process of accepting the above described conditions of this Waiver and Release.

Print Minor's Name _____ Signature _____

Emergency Contacts

Name _____ Phone _____ / Name _____ Phone _____

Name _____ Phone _____ / Name _____ Phone _____

Medicine and/or Food Allergies

Any medical conditions we should be aware of: