

# RICH HOUSEMAN LLC

Athlete Management • Professional Coaching • Strategy Consulting  
Email: rich@richhouseman.com | Aguanga, California

## PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

**BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO  
SUE RICH HOUSEMAN LLC, ITS INSTRUCTORS, AND REPRESENTATIVES. PLEASE READ CAREFULLY  
BEFORE SIGNING.**

This Release of Liability, Waiver of Claims, Express Assumption of Risk, and Indemnity Agreement (the "Agreement") is entered into by and between the undersigned participant (and the participant's parent or legal guardian if the participant is under the age of 18) and **RICH HOUSEMAN LLC**, along with its owners, officers, members, independent contractors, certified coaches, assistants, agents, and volunteers (collectively referred to as the "Released Parties").

In consideration for being permitted to participate in any mountain biking skills clinics, guided trail rides, coaching sessions, physical training, video analysis, or related athletic activities organized, operated, or directed by the Released Parties (collectively, the "Activities"), I hereby acknowledge, understand, and agree to the following terms:

- 1. INHERENT RISKS OF THE SPORT:** I fully acknowledge and understand that mountain biking, technical skills training, and off-road trail riding are **INHERENTLY DANGEROUS ACTIVITIES** involving significant, unavoidable risks of serious bodily injury, illness, permanent disability, paralysis, or death. These inherent risks include, but are not limited to: collisions with trees, rocks, terrain features, other riders, vehicles, or pedestrians; encounters with domestic or wild animals; variable and unpredictable trail surface conditions including loose dirt, gravel, mud, sand, ruts, and exposed roots; sudden weather changes; mechanical equipment failure or malfunction (including bicycle frames, brakes, wheels, or tires); steep descents and technical features such as drop-offs, jumps, rollers, or wooden structures; errors in line choice, timing, or execution; and the speed and velocity associated with the sport of cycling.
- 2. EXPRESS ASSUMPTION OF RISK:** I knowingly, freely, and **VOLUNTARILY ASSUME ALL RISKS** both known and unknown, associated with my participation in the Activities, **INCLUDING THE RISK OF TRAUMATIC BRAIN INJURY (TBI), CONCUSSIONS, NEURODEGENERATIVE INJURY, SPINAL INJURIES, FRACTURES, AND SEVERE PHYSICAL TRAUMA**, even if arising from the ordinary negligence of the Released Parties or others. I assume full financial and legal responsibility for any injuries, damages, or losses that I may sustain while participating in, training for, or traveling to and from the Activities. I affirm that my physical conditioning, health, and skill level are adequate for the technical demands of the Activities.
- 3. RELEASE AND WAIVER OF CLAIMS:** I hereby completely and forever **RELEASE, WAIVE, AND DISCHARGE** Rich Houseman LLC, its members, coaches, and agents from any and all liability, claims, demands, causes of action, or lawsuits legal or equitable, arising out of **ORDINARY NEGLIGENCE**, breach of contract, or breach of any statutory or other duty of care. I explicitly agree never to initiate, support, or participate in any lawsuit or

claim against the Released Parties for bodily injury, property damage, or wrongful death sustained during or as a result of the Activities.

- 4. **INDEMNIFICATION AND HOLD HARMLESS:** I agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Released Parties from and against any and all claims, losses, damages, liabilities, costs, or expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from my own actions, omissions, or participation in the Activities, or from any lawsuit brought by me, or on my behalf, in violation of this Agreement.
- 5. **MANDATORY HELMET AND EQUIPMENT POLICY:** I understand and agree that wearing a properly fitted, certified bicycle helmet is strictly required at all times during the Activities. I acknowledge that wearing a helmet does not eliminate the risk of head injury or concussion, but is a mandatory safety prerequisite. I assume full responsibility for the mechanical safety, maintenance, and proper functioning of my own bicycle and personal safety equipment.
- 6. **MEDICAL AUTHORIZATION AND EXPENSES:** In the event of a medical emergency or severe crash during the Activities, I hereby authorize the Released Parties to secure emergency medical treatment, ambulance transport, or first aid on my behalf if I am incapacitated. I acknowledge and agree that **ALL COSTS AND EXPENSES ASSOCIATED WITH MEDICAL CARE, TRANSPORT, AND TREATMENT ARE MY SOLE FINANCIAL RESPONSIBILITY**, and that the Released Parties maintain no insurance policies covering my personal medical expenses.
- 7. **SEVERABILITY AND CHOICE OF LAW:** I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California. If any portion or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY. I FULLY UNDERSTAND ITS TERMS AND RECOGNIZE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING MY RIGHT TO SUE RICH HOUSEMAN LLC AND ITS COACHES. I SIGN THIS CONTRACT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

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PARTICIPANT SIGNATURE DATE SIGNED

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PRINTED NAME OF PARTICIPANT PARTICIPANT DATE OF BIRTH

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EMERGENCY CONTACT NAME & PHONE NUMBER

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**PARENTAL / GUARDIAN CONSENT FOR PARTICIPANTS UNDER 18 YEARS OF AGE**

I affirm that I am the legal parent or guardian of the minor participant named above. I have read this Agreement completely and hereby give my express consent for the minor to participate in the Activities. On behalf of myself, the minor participant, and our family, I explicitly agree to bind all parties to every term, waiver, assumption of risk, and indemnification provision outlined in this Agreement.

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**PARENT/GUARDIAN SIGNATURE**

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**DATE SIGNED**

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**PRINTED NAME OF PARENT/GUARDIAN**