

**White Tank Grinder Mountain Bike Event**  
**VOLUNTEER WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT (“RELEASE”)**

Saturday, February 23, 2019

(Completed Release must be submitted prior to start of Event)

Volunteer’s Name: \_\_\_\_\_

Age: \_\_\_\_\_

Parent or Legal Guardian’s Name(s) (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Emergency #: \_\_\_\_\_

**PLEASE READ CAREFULLY BEFORE SIGNING**

***This is a release of liability and waiver of certain legal rights.***

In consideration of the opportunity and as a requirement to volunteer in the *White Tank Grinder Mountain Bike Event* (the “Event”), I, on behalf of myself and/or both parents/guardians of the above-named minor Volunteer(s) (“I/we”) grant to the Verrado Assembly, DMB White Tank, LLC, DMB Community Life, Inc., Verrado ARC LLC, Verrado Community Association, Inc., Fidelity National Title Insurance Company as Trustee under its Trust No. B176, Caterpillar Foundation, Blue Wolf Events, LLC, the Bureau of Land Management, White Tank Mountain Conservancy, the City of Buckeye, DMB Associates, Inc., Victory District Association, Inc., DMB Verrado Golf I LLC and their respective successors and assigns (collectively, the “**Verrado Parties**”), the right to record, broadcast, photograph and otherwise utilize for commercial purposes in any and all media throughout the Verrado Community’s market, the Volunteer’s involvement in the Event and to use the name, likeness, voice and basic biographical information that I/we provide concerning myself or the minor Volunteer in connection with the Event without further compensation or approval.

For the same consideration, I/we assume all risks associated with volunteering for the Event and hereby release and hold harmless the Verrado Parties defined above, and their respective direct and indirect owners, successors and assigns, directors, officers, managers, trustees, trust beneficiaries, agents, employees, and volunteers (collectively, the “**Indemnified Parties**”) from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorney’s fees, arising out of the above named adult or minor Volunteer’s involvement in the Event including without limitation, any personal injuries or damage to any of the above-named individual’s property, which may incur as a result of my/our involvement. The undersigned expressly acknowledge and agree that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. **These risks are not only inherent to athletics, but are also present for volunteers.** I/we further consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this event.

I/we also agree to and shall indemnify and hold harmless all of the Indemnified Parties from and against any and all claims, losses, damages, causes of action, suits and liability of every kind including all expenses of litigation, court costs and attorney’s fees for injury to or death of any person or for damage to any property arising out of or in connection with the Event, whether such injury, death or damages are caused by the sole negligence of the Indemnified Parties or the joint negligence of the Indemnified Parties and any other person or entity. I/we agree that this Release shall be governed by the laws of the State of Arizona and that venue for any litigation involving the Indemnified Parties shall be in a court of competent jurisdiction in the Maricopa County, Arizona.

I/we further understand that volunteering for the Event may involve use of the Skyline Regional Park Trail maintained by the City of Buckeye and that I/we is/are required to adhere to the attached Skyline Regional Park Trail Use Policies at all times and further agree:

I/we hereby release and forever discharge the City of Buckeye, an Arizona municipal corporation, its elected and appointed officials, directors, officers, boards, commissions, agents, representatives, servants and employees, and any and all other persons, firms or corporations who are or might be liable from any and all claims of any kind or character which I/we have or may have against them due to my participation, or my child’s participation, in the activity.

The waiver includes all damages, losses, costs, expenses, and injuries that allegedly occur during the course of the activity. In that regard, I/we consent to indemnify, defend and hold harmless to the fullest extent permitted by law the foregoing persons and entities from any loss or damages, including reasonable attorney’s fees and litigation expenses, which may be incurred by them in the event any such claims are asserted against them or any of them. I/we understand that medical claims are my/our responsibility. I/we give permission for myself and my child to be videotaped or photographed by the City of Buckeye employees to be used to promote and advertise future activities for the City of Buckeye. This waiver does not extend to any such claim or liability that is caused by the sole and exclusive intentional acts or gross negligence of the City of Buckeye, its officers, employees, or agents.

BY SIGNING BELOW, I/WE ACKNOWLEDGE THAT I/WE AM/ARE OVER THE AGE OF 18, I HAVE READ AND THAT I/WE UNDERSTAND THE PROVISIONS IN THIS RELEASE, AS WELL AS THE EVENT RULES AND ON BEHALF OF THE MINOR VOLUNTEER (AND/OR ON MY/OUR OWN BEHALF), AND MY/OUR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, AGREE TO BE BOUND BY EACH OF THEM.

\_\_\_\_\_  
Signature of Parent/Guardian or Signature of Adult Volunteer

\_\_\_\_\_  
Today’s Date (“**Effective Date**” of Release)