



2006

Standard Athlete's Release Form

Grow the Sport!

TO THE ORGANIZER: Please accept my waiver, release from liability and agreement not to sue or seek recovery of damages for the series of races and events sponsored by Heartland Sports Promotions during the calendar year 2006 (January 1, 2006 through December 31, 2006), such races and events to be hereinafter referred to collectively as the "Series."

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM RELEASING HEARTLAND SPORTS PROMOTIONS, JACKSON COUNTY PARKS AND RECREATION, PERRY LAKE STATE PARK, CROWDER STATE PARK, THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, THE KANSAS DEPARTMENT OF WILDLIFE AND PARKS, THE OWNERS (WHETHER INDIVIDUALS, CORPORATIONS, PARTNERSHIPS, MUNICIPALITIES OR OTHER TYPES OF ENTITIES) OF THE PROPERTIES ON WHICH THE SERIES WILL BE HELD, THE MIDWEST MOUNTAIN BIKE PATROL, ALL SERIES SPONSORS, PROMOTERS AND AFFILIATES AS WELL AS ANY AND ALL AGENTS, EMPLOYEES, CONTRACTORS VOLUNTEERS, AND MEMBERS OF ALL SUCH ORGANIZATIONS AND ENTITIES (COLLECTIVELY "RELEASEES") FROM LIABILITY DIRECTLY OR INDIRECTLY ASSOCIATED IN ANY WAY WITH THE SERIES (INCLUDING BUT NOT LIMITED TO MY ATTENDANCE AT AND PARTICIPATION THEREIN). THIS RELEASE FORM IS A CONTRACT WITH LEGAL CONSEQUENCES. I HAVE BEEN ADVISED TO READ IT CAREFULLY BEFORE SIGNING.

In consideration of the Releasees allowing me to participate in the Series, I hereby freely agree to and make the following contractual representations and agreements. I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in the Series and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other participants, and fixed or moving objects (whether before, during or after officially sanctioned Series events); the dangers arising from surface hazards, equipment failure, inadequate safety equipment (whether before, during or after officially sanctioned Series events), the Releasees' own negligence, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic cycling events.

FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, ASSIGNEES AND SUCCESSORS IN INTEREST (COLLECTIVELY "SUCCESSORS") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY THE RELEASEES FROM AND AGAINST ANY AND ALL RIGHTS AND CLAIMS I HAVE OR WHICH MAY HEREAFTER ACCRUE TO ME, DIRECTLY OR INDIRECTLY, AND FROM ANY AND ALL DAMAGES WHICH I MAY SUSTAIN DIRECTLY OR INDIRECTLY IN CONNECTION WITH, ARISING OUT OF OR IN ANY WAY RELATED TO MY PARTICIPATION IN, ASSOCIATION WITH AND TRAVEL TO AND FROM THE SERIES EVEN IF SUCH CLAIMS ARISE AS A RESULT OF THE RELEASEES' OWN NEGLIGENCE. Further, on behalf of myself and my Successors, I agree not to sue any of the Releasees in connection with any such claims, rights or damages associated with the Series.

I agree it is my sole responsibility to be familiar with the grounds, trails and venue locations where the Series may be held, the Releasee's rules, and any special regulations for the Series. I understand and agree that situations may arise during the Series which may be beyond the immediate control of the Series officials or organizers, and I must continually participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment that I may use in connection with the Series and agree that while riding a bicycle or other human-powered device during the Series that I will wear a helmet which can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in the Series, or would interfere with my ability to participate in the Series.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim in contravention of this Release, that the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such a claim, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This Release may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein or as consent to any subsequent waiver or modification. This Release shall be interpreted in accordance with the laws of the state of Missouri, without regard to its conflicts of laws provisions. All parties agree that any legal action arising out of or connected with the Series and this Release shall be subject to the sole and exclusive jurisdiction of the courts of the state of Missouri located in Jackson County.

Every term and provision of this Release is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Name (print) _____ Phone # _____

Street _____ Birthday _____

City, State, Zip _____ Email _____

Emergency Contact _____ Phone # _____

Relationship to you _____

Your Signature _____ Date _____

Complete this Section only if the Participant in the Series is under 18 years of age as of the date written above.

Consent and Release of Parent or Guardian

I am the parent or guardian of _____ ("Child"). My Child is fit for the Series, and I consent to my Child's participation therein. **I HAVE READ AND I UNDERSTAND THIS RELEASE.** In consideration of allowing my Child to participate in the Series, I consent to the terms as set forth above and agree that it shall bind me, my Child, my heirs, legal representatives, and assignees. **IN ADDITION, I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the Releasees (including reasonable attorney's fees or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in the Series, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the Series.

Signature _____

Relationship to Participant _____ Date _____