

Saratoga Mountain Bike Association
ACKNOWLEDGMENT & RELEASE

I, _____, acknowledge to Saratoga Mountain Bike Association (“SMBA”), that all activities sponsored or conducted by SMBA may be hazardous and may result in temporary or permanent loss, damage or injury (mental or physical) or death.

On behalf of myself, my executors, administrators, heirs, next of kin, successors, and assigns, I hereby:

- a. waive, release and discharge SMBA, and its respective officers, directors, agents, employees and volunteers from any and all liability, damages, claims, demands, losses or causes of action of any and every kind, including for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me and/or my estate, arising out of or relating to any activities promoted or sponsored by, or associated with SMBA;
- b. indemnify and hold harmless SMBA, and its respective officers, directors, agents, employees and volunteers from and against any and all liabilities, damages, claims, demands, losses, or causes of action made by other individuals or entities as a result of any involvement in or actions during any activities promoted or sponsored by, or associated with SMBA;
- c. assume full responsibility for the risk of bodily injury, death, disability or property damage arising out of or related to such activities, whether caused by my negligence or otherwise.

I acknowledge that the releases in this agreement shall bar any and all actions, fees, damages, losses, claims, liabilities and demands of every nature and character, whether known or unknown.

Mountain biking is an inherently dangerous activity and by signing below I acknowledge that I am aware of the risks, I understand and appreciate the nature of those risks and I voluntarily assume the risks associated with off-road mountain biking. Variations in terrain or weather conditions include but are not limited to ruts, bumps, moguls, other persons using the trails, logs, bridges, rocks, forest growth, debris, branches, leaves, trees, roots, stumps or other natural objects or man-made objects. The preceding may be present and I will exercise caution when using the SMBA trails. I will keep myself, my equipment and my bicycle completely under control at all times in such a manner that will not jeopardize my safety or the safety of others.

I assume full responsibility for any or all personal losses, damages, injuries (mental or physical) including those resulting in death, which may occur, even as the result of my own negligence, lack of knowledge and/or the negligence or lack of knowledge of SMBA, its officers, guides, group members, representatives or agents.

I agree to be solely responsible for my own safety and to take every precaution to provide for my own safety and well being, while participating in SMBA activities, including using proper protective gear such as a helmet. I will receive a SMBA trail map and using the trail ratings on it I will not ride beyond my limits or ability to overcome variations in slope, trail configuration and surface or subsurface conditions which may be caused or altered by weather or trail maintenance work.

I agree that the only trail maintenance, trail work, new trail cutting or building I will participate in will be approved by SMBA, at SMBA trail days, or in fulfillment of my adopt-a-trail volunteer activities.

I, the undersigned participant, voluntarily sign this agreement, acknowledge that I have read and understand the above release, waiver and indemnification, and intend my signature below to be a complete and unconditional release of all liability to the broadest and most inclusive extent allowed by New York state law. My signature below also confirms that if I failed to understand anything in this document, I have sought and received an explanation of its meaning and significance to my complete satisfaction.

SIGNATURE _____

NAME _____

DATE _____

PARENT OR GUARDIAN MUST SIGN BELOW IF MEMBER IS UNDER AGE 18:

SIGNATURE OF PARENT/GUARDIAN _____

NAME _____

DATE _____

SIGNING THIS ACKNOWLEDGMENT IS NECESSARY PRIOR TO PARTICIPATION IN ANY PROGRAM OR ACTIVITY SPONSORED OR CONDUCTED BY SMBA. MEMBERSHIPS ARE NON-TRANSFERRABLE.