



## 2020 TRAIL STEWARDSHIP ACTIVITIES WAIVER

### Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

By signing this document you will waive certain legal rights, including the right to sue.  
Please read carefully!

#### **THERE ARE 2 PAGES, BE SURE TO INITIAL EACH PAGE**

**UNDER 18** – Waivers must be signed by a legal guardian in the presence of a BVMBA Board member, BVMBA designated volunteer, or witnessed by a notary public licensed within the State of Texas.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

(please print)

Zip Code: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

To: Brazos Valley Mountain Bike Association (hereinafter collectively referred to as "BVMBA"):

#### **DEFINITIONS**

The term "trail stewardship" shall include all activities, services and use of facilities either provided by or arranged by BVMBA, or any of the trails that BVMBA chooses to hold an activity, including the one for which I am participating today, or in any way related to the design, construction or maintenance of a trail including, but not limited to: orientation and instructional session on how to use trail building and maintenance tools and implements which include but are not limited to shovels, mattock, macleods, rakes, hoes, picks, hands saws, loppers, pruning tools, gas powered trimming and pruning tools, and other tools reasonably associated with trail stewardship, transportation to and from sections of the trail, accommodations if and when necessary for sustained trail building and maintenance activities, loading and unloading of tools, equipment, and supplies necessary for trail building and maintenance in or around the recreation area.

#### **Assumption of Risks, Terrain, Wilderness Travel, Weather, Etc.**

I am aware that trail stewardship involves risks, dangers and hazards in addition to those normally associated with trail design, construction or maintenance. I acknowledge and accept that BVMBA, their duly elected Board and their volunteers may fail to predict whether the terrain is safe for trail stewardship activities. The terrain used for trail maintenance is uncontrolled, may be unmarked, may not be inspected, and involves many risks, dangers and hazards. These may include, but are not limited to: ice and snow; trees, tree wells and tree stumps; exposure to wildlife generally found in the Central Texas Area including but not limited to poisonous snakes and spiders, bobcats, deer, feral dogs, wild boar and jack rabbits; creeks and running water; rocks; boulders; forest deadfall; holes and depressions; cliffs; variable conditions; crevasses; road banks, fences, and other man-made structures; impact or collision with other riders; the failure to use maintenance tools and implements properly or within one's own ability or within designated areas; **negligence of other persons participating in trail stewardship activities; and negligence on the part of BVMBA, their duly elected Board and their volunteers, including the failure of BVMBA, their duly elected Board and their volunteers to safeguard or protect me from the risks, dangers and hazards of trail maintenance.** Communication in the terrain where trail stewardship activities takes place is difficult, and in the event of an accident, rescue and medical treatment may not be available.

I am aware, agree, and represent that I understand the nature of this activity, and that I am qualified, in good health, and in proper physical condition to participate in such an activity. I further agree and warrant that if at any time I believe conditions to be unsafe, or question my physical condition during the activity, I will immediately discontinue further participation in the activity.

**I am aware of the above listed risks, dangers and hazards associated with trail stewardship activities and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.**

Initials of Participant \_\_\_\_\_/Initials of Parent/Guardian \_\_\_\_\_



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#### **Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of BVMBA allowing me to participate in trail stewardship activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **To waive any and all claims** that I have or may have in the future against BVMBA and their directors, officers, employees, volunteers, guides, agents, independent contractors, representatives, insurers, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees") and **to release the Releasees** from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer as a result of my participation in trail stewardship activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE (whether in whole or in part), BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING REFERRED TO ABOVE;
2. **To hold harmless and indemnify the Releasees** from any and all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including reasonable attorneys' fees and other professional fees that may be imposed upon, incurred by or asserted against any of Releasees that arise out of or in connection with my participation in trail maintenance, including but not limited to property damage or personal injury to any third party;
3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Texas without regard to the conflicts of law principles thereof; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the State of Texas and shall be within the exclusive jurisdiction of the Courts of the State of Texas.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of trail stewardship activities, other than what is set forth in this Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
(signature of person participating in Trail Stewardship Activities)

#### **If the Participant is below age 18:**

The undersigned hereby acknowledges that he or she is the legal guardian of the Participant whose name appears herein, that the undersigned has read the foregoing agreement, and that by signing this Agreement on behalf of the Participant named below and himself or herself, the Participant named below and the undersigned agree to be bound by all of its terms.

\_\_\_\_\_  
Name of the Participant (Please print) Notary or Parent's/Legal Guardian's Signature