

**BHMBA ACCIDENT WAIVER AND RELEASE OF LIABILITY**  
**PLEASE READ CAREFULLY!**

**IN CONSIDERATION** of being permitted to participate in any bicycling activity (collectively, "Activities") sponsored by the Black Hills Mountain Bike Association ("BHMBA"), I acknowledge that these Activities are an extreme test of a person's physical and mental limits, and I voluntarily assume all risks of all loss, damage or injury occurring in connection with such Activities. I fully understand that my participation carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, spectators, coaches, event officials, and event monitors, and/or producers of the event. These risks affect not only athletes, but also volunteers. I hereby assume all of the risks of participating and/or volunteering in these Activities. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, or from dangerous or defective equipment or property owned, maintained or controlled by them.

I certify that I am physically fit, have sufficiently trained for participation in these Activities and have not been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release of Liability form ("Waiver and Release") will be used by the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said Activities.

In consideration of my application and permitting me to participate in these Activities, I hereby take action for myself, my executors, administrator, heirs, next of kin, successors, and assigns as follows: (A) WAIVE, RELEASE and DISCHARGE from any and all liability, claims, demands, actions or rights of action, which are related to my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me which are related to or are in any way connected with participation in all BHMBA Activities, THEIR FOLLOWING ENTITIES OR PERSONS: BHMBA, and its directors, officers, employees, volunteers, representatives, agents, contractors, the event holders, event sponsors, event directors, event volunteers and their successors, assigns and insurers; and (B) INDEMNIFY AND HOLD HARMLESS the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during these Activities. I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING IT I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE A CLAIM against BHMBA and other entities and persons mentioned in this paragraph.

I intend this Waiver and Release to be effective whether or not any loss, damage, injury or death RESULTS FROM NEGLIGENCE of the BHMBA or any of its directors, officers, employees, volunteers, representatives, agents, contractors, the event holders, event sponsors, event directors, event volunteers and their successors assigns and insurers. I understand that negligence means a failure to do an act which a reasonable careful person would do, or the doing of an act which a reasonably careful person would not do, under the same or similar circumstances to protect himself, herself or others from injury or death.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this event.

I understand that at these Activities or related events, I may be photographed. I agree to allow my photo, video, film likeness and email address to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and or assigns.

I agree to wear an ANSI or SNELL approved helmet and to ride in accordance with all applicable laws.

This Waiver and Release shall be construed broadly and provide a release and waiver to the maximum extent permissible under applicable law.

I hereby certify that I have read this document, understand its content, and voluntarily accept its provisions.

Name (please print) \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*If under 18 years of age, parent or guardian must sign below.*

**PARENT GUARDIAN WAIVER FOR MINORS (Under 18 years old)**

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is in fact, acting in such a capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Signature \_\_\_\_\_ Date \_\_\_\_\_

On behalf of: \_\_\_\_\_

**Mail to:**

BHMBA  
PO Box 9351  
Rapid City, SD 57709