

Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

Trip / Event: Ray's Indoor MTB Park Date(s): 3/14/2020

In consideration of being permitted to participate in the event(s), each of the undersigned, for himself/herself, his/her personal representatives, heirs and next to kin:

- Hereby releases, waives, discharges, and covenant not to sue 2nd Mile Adventures for any and all injuries to or damages incurred by the undersigned arising out of or related to the event(s), described above, whether caused by the negligence of 2nd Mile Adventures, it's agents or representatives.
- 2. Hereby agrees to indemnify and hold harmless 2nd Mile Adventures from any loss, liability, damage, or cost they may incur arising out of or related to the event(s) whether caused by the negligence of 2nd Mile Adventures, it's agents or representatives.
- 3. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the said event(s) whether caused by the negligence of 2nd Mile Adventures, it's agents or representatives.
- 4. Hereby acknowledges that the activities of the event(s) may involve the risk of serious injury and/or death and/or property damage.
- 5. Hereby agrees that this release and waiver of liability, assumption of risk and indemnity agreement extends to all acts of negligence of 2nd Mile Adventures, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the State of Indiana, and that if any portion thereof is held invalid, it is agreed that the balance shall, not with standing, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT OF THE LAW.

| PRINT NAME | SIGNATURE | Emergency Contact/Phone# | |
|-----------------------------|----------------|--------------------------|--|
| | | | |
| (Need this signed if you're | 18 or younger) | | |
| GUARDIAN NAME | SIGNATURE | | |
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