

Mt. Washington Summit Road Co. dba Great Glen Trails Outdoor Center

**Tin Mountain Conservation Center
Athlete Release Form for MWARBH
Saturday, August 19, 2017
(Weather date Sunday, August 20, 2017)**

I acknowledge by signing this document that I am releasing the Mt. Washington Summit Road Co. dba Great Glen Trails Outdoor Center, Tin Mountain Conservation Center and others from liability. The entry/registration form for this event and this release serve as a contract with legal consequences. I have been advised to read it carefully before signing.

In consideration of the acceptance of my entry/registration form, I hereby freely agree to and make the following contractual representations and agreements.

I acknowledge that outdoor sporting events and races can be dangerous and fully realize the dangers of participating in these activities and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example and not limitation, the following: the dangers of collision with other participants and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, THE RELEASED PARTY'S OWN NEGLIGENCE, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with these activities.

For myself, heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "successors") I HEARBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE AND INDEMNIFY the sponsors of this event, the organizations, property owners, law enforcement agencies, all public entities, special districts, and properties of their respective agents, officials, and employees through or by which the events will be held (collectively "the released parties") FROM ANY and all rights and CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' OWN NEGLIGENCE, which I have or may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to and return from the event.

I agree it is my sole responsibility to be familiar with the site and any special regulations for this event. I understand and agree that situations may arise during these activities that may be beyond the immediate control of the organizers. I agree that I am solely responsible for deciding to participate and continue this event/program. I accept responsibility for the conditions of adequacy of my equipment. I will assume all responsibility and liability for the selection of such equipment. I have no physical or medical condition, which to my knowledge would endanger myself or others if I agree to participate in this event.

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 any claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any provision herein or as a consent to any other provision herein or as a consent to and subsequent waiver and modification. This release serves as a contract with legal consequences.

Mt. Washington Auto Road/Great Glen Trails/Tin Mountain Conservation Center reserves the right to use all photographs and images for promotional, marketing and media purposes.

Racers under 18: Parent or Guardian must sign a paper release. Please email joliver@tinmountain.org for more information.

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