

## **PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK LAS VEGAS BIKE CAMP**

In consideration of the services of Boise Aeros Multisport Club, Inc., its agents, officers, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as Boise Aeros), I hereby agree to release, indemnify, and discharge Boise Aeros, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that cycling entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.
  - The risks include, among other things: falling, temperature exposure (hypothermia, frostbite, frostnip, heat exhaustion and stroke, and sunburn), collision, striking obstructions or other persons, unsafe speed of travel for conditions or experience, equipment failure, failure to wear protective clothing, elevation changes, changing weather conditions, including heat, snow, sleet, rain, and electrical storms, and vehicle traffic sharing the roadway.
2. I further acknowledge that Boise Aeros is not providing official sag support, medical support, or other emergency medical services while I am participating in this activity. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree not to sue and to indemnify and hold harmless Boise Aeros from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Boise Aeros equipment, instruction, or facilities, including any such claims which allege negligent acts or omissions by Boise Aeros.
4. Should Boise Aeros or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I agree that the laws of the state of Idaho govern any action filed against Boise Aeros.
7. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Boise Aeros on the basis of my claim from which I have released them herein.
8. I have had sufficient opportunity to read this entire document. I have signed this agreement freely and voluntarily without any inducement or assurances of any nature. I have read and understood this agreement, and I agree to be bound by its terms.

Name of Participant: \_\_\_\_\_

Signature of participant: \_\_\_\_\_

Date: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency contact name and phone number: \_\_\_\_\_