



**Instructions: Leave at trailhead behind clipboard; or mail to: Hayes Arboretum, 801 Elks Road, Richmond, IN. 47374-2526; or scan and e-mail to: stephenhayes13@yahoo.com**

## **ADULT RELEASE**

### **Stanley W. Hayes Research Foundation, Inc. (SWHRF) DBA Hayes Arboretum RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

IN **CONSIDERATION** of being permitted to participate in any way in any **SWHRF** Mountain Biking activity at Hayes Arboretum, I, for myself, my personal representatives, assigns, heirs and next of kin:

1.) **ACKNOWLEDGE**, agree, and represent that I understand the nature of **MOUNTAIN BIKING** Activities and **TRAIL BUILDING** Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge, agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2.) **FULLY UNDERSTAND THAT** (a) **MOUNTAIN BICYCLING ACTIVITIES AND TRAIL BUILDING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, LOSS OF LIMB, AND DEATH ("Risks")**; (b) these Risks and dangers may be caused by my own actions, inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or **THE NEGLIGENCE OF THE RELEASEES "NAMED BELOW"** (c) there may be **OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES** I incur as a result of my participation or that of the minor in the Activity.

3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SWHRF**, its administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "RELEASEES" herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE** that if, despite this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** I, or anyone on my behalf, makes a claim against any of the **RELEASEES**, I **WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expenses, attorney fees, loss, liability, damages, or cost which any may incur as the result of such claim.

I **HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

Signature \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

TEL.: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

E-Mail: \_\_\_\_\_



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RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY  
AGREEMENT**

**MINOR RELEASE**

**(Must be completed if the participant listed on this form is under the age 18 at the time of participating in the Activity)**

AND I, THE MINOR'S PARENT AND/OR LEGAL GURADIAN, UNDERSTAND THE NATURE OF MOUNTAIN BICYCLING ACTIVITIES AND TRAIL BUILDING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEE" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY'S FEES, LOSS LIABILITY, DAMAGE, OR COST IF ANY MAY BE INCURRED AS THE RESULT OF ANY SUCH CLAIM.

PRINT Minor's Name \_\_\_\_\_

PRINT Parent/Guardian's Name \_\_\_\_\_

Parent/Guardian's Signature \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_

TEL.: Home: \_\_\_\_\_ Cell: \_\_\_\_\_

E-Mail.: \_\_\_\_\_

Age (years) \_\_\_\_\_