

OVER the HUMP RACE SERIES-WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE ORGANIZER OF THIS EVENT, "OVER THE HUMP RACE SERIES", HIGHER GROUND ADVENTURES, INC., AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, SPONSORS, PROMOTERS AND AFFILIATES, PROPERTY OWNERS, LAW ENFORCEMENT AGENCIES, EMERGENCY PERSONNEL, ALL PUBLIC ENTITIES, SPECIAL DISTRICTS, AND PROPERTIES AND THEIR RESPECTIVE AGENTS, OFFICIALS, THROUGH OR BY WHICH THE EVENTS WILL BE HELD (COLLECTIVELY, THE "RELEASED PARTIES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL RACES AND ACTIVITIES AT THE EVENT, REGARDLESS WHETHER OR NOT LISTED ABOVE. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

I AM AWARE THAT THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

In consideration of my entry and of my own free will, I, for myself, my heirs, executors, guardians, and administrators, forever waive, release, and give up any claims, demands, liability damages, costs, and expenses of any kind whatsoever, including personal injuries to me or wrongful death, against "RELEASED PARTIES", caused in whole or in part by my or others negligence or other fault of the released parties or persons. I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS and agree not to sue and indemnify the "RELEASED PARTIES" FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASED PARTIES' OWN NEGLIGENCE.

Assumption of Risks: I am aware of the potential natural or unnatural hazards and that **there is no medical insurance for this event.** As an **express condition** of being permitted to participate in this event, I represent that I have observed races of the type I now seek to participate in and have had the opportunity to inspect and am fully aware of the race course, racing surfaces, access roads, trail markings, barriers or lack thereof, lighting or lack thereof and weather conditions. Whether or not I have exercised the foregoing opportunity, I further understand and accept that each of the foregoing conditions, as well as the contestants, participants and spectators pose a danger to me. I know, fully appreciate, and understand the scope, nature and extent of the risks involved in bicycle racing.

Severability: The undersigned further expressly agrees that the forgoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of understanding: I understand that by signing this document I am releasing the "Released Parties" from any and all liability. I further acknowledge that I intend to fully and unconditionally release all claims and causes of action against the RELEASED PARTIES, regardless of whether these claims are known or suspected to exist at the time this document is executed, and expressly agree to waive any benefit or protection that might otherwise exist under the provisions of California Civil Code Section 1542, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Additionally I understand that I may be photographed or video taped by private persons, news and/or other media and these photographs or videos may be used commercially and/or by other parties.

Name of Participant _____ Age: _____ Signature _____ Date _____

Parent or Guardian if under 18- Signature _____ Drivers License # _____

(if signing for a minor)

Guardian's relationship to participant _____

Official use only: Racer Number: _____ Age _____ Class _____