



# Jersey Off Road Bicycle Association

Advocate • Educate • Conserve

PO Box 673

Princeton Junction, NJ 08550

<http://www.jorba.org>

## Waiver of Liability

Jersey Off Road Bicycle Association ("JORBA") / RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT") IN CONSIDERATION of being permitted to participate in any way in JORBA sponsored activities ("Activities or Activity") I for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of Bicycling Activities, Trail Construction and Trail Maintenance and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the activity will be conducted on public trails and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further 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) BICYCLING ACTIVITIES INVOLVE RISK AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING DISABILITY, PARALYSIS AND DEATH ("RISKS"); (B) THESE Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the conditions 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 in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE JORBA, their 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 LIABILITY, ASSUMPTION OF RISK AND IDEMNITY AGREEMENT I, or anyone on my behalf, makes claim against any of the RELEASEES, I WILL IDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, losses, liability, damage, or cost which any may incur as a result of such claim.

4. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED 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.

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

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

\_\_\_\_\_ Date: \_\_\_\_\_ JORBA Member? \_\_\_\_\_