

Important Liability and Negligence Waiver: Read carefully

In submitting this application for participation in the 2011 Ride of the Living Dead touring ride (referred to herein as the "Tour"), I hereby agree that in the case of accident, injury, death or damage, of any kind or nature whatsoever associated with the Tour, including all of its events, I hold the Ocala Mountain Bike Association (referred to as "OMBA"), including its officers, directors, sponsors, members, other volunteers, and sponsors blameless from responsibility. **I specifically waive any legal liability or responsibility they may otherwise have if not for this waiver.** I acknowledge and agree that I am waiving liability of OMBA, its officers, directors, sponsors, members, other volunteers, and sponsors **for any alleged negligent or grossly negligent actions, decisions, or inaction that are in any way associated with, arise out of, or relate the Tour or the events associated with it.**

In signing this complete liability waiver, I acknowledge and recognize that off-road cycling is a potentially dangerous and inherently risky activity, that I am a competent off-road cyclist, and that it is my own personal responsibility to use safe and well-maintained equipment, ride only those trails consistent with my riding abilities, and to maintain control of my bike at all times. I understand that I participate in Tour activities at my own risk and agree to conduct myself in a way to help keep all Tour riders and activities safe. I agree to hold OMBA, its officers, directors, sponsors, members, and other volunteers harmless, and indemnify them for all costs, judgments and/or awards, that may be claimed against them for my conduct, including the cost to defend such claims brought by me, another person on my behalf, or by any other person as a result of my own actions. I acknowledge helmets are required at the Tour riding event and agree to bring and wear my own helmet when participating in the Tour.

Signature*: _____

Print Name: _____

*Both parents and/or all legal guardian signatures are required for each member who is under 18 years of age.

IN CONSIDERATION of being given the opportunity to participate in the following activity described as Ride of the Living Dead ("Activity") on October 29, 2011 (Date), I, for myself, my participating minor children, and our personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the Activity, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.
2. FULLY UNDERSTAND that: (a.) THE ACTIVITY INVOLVES RISKS AND DANGERS of serious bodily injury, including permanent 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 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 in the Activity.
3. AGREE AND WARRANT that I will examine and inspect each part of the Activity in which I participate and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.
4. HEREBY RELEASE, discharge, and covenant not to sue the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS, or the FLORIDA GREENWAYS AND TRAILS FOUNDATION, INC., their officers, employees, agents, contractors, and volunteers, other participating organizers of the Activity, 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, my minor children or anyone on my or their 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's fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

I have read this release, 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 release is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant: _____

Printed Name of Participant Minor Children: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Date:** _____

Participant's Signature: _____

Department/Organization: _____