

• **Read the following and initial that you have read and understand the 2021-2022 RoughCut MTB Race Series terms.**

___ Racing: I agree that I have read and understand the RoughCut MTB rules outlined on the website. I will wear a helmet at all times during the race. Electric bikes (E-bikes) are not permitted in the RoughCut Series. I recognize that there may be other (non-racing) riders, pedestrians, animals, or unintended obstacles on any race course at any time, and I am responsible for avoiding them in a courteous and controlled manner. Shortcutting a race course, unsportsmanlike or reckless behavior, and/or use of profane or abusive language will not be tolerated. At the sole discretion of the Race Director, racers may be issued a warning or disqualified for a violation of any stated rules.

___ Registration: Racer must register, pay designated entry fees, sign all appropriate waivers, and display the assigned race plate on their bicycle to participate in any RoughCut MTB Race.

___ Race Categories: I am solely responsible for knowing which race category I am competing in and its start time. I agree to let the Race Director use discretion to require category changes for myself or others at any time, as defined in the RoughCut MTB Racing Rules.

___ Cancellation Policy: In cases of adverse weather, adverse trail conditions, or unforeseen circumstances, the race organizers reserve the right to any of the following actions: delay start; shorten race; move the start or finish lines; reschedule the race; modify the race start format; or cancel the race. If a race is cancelled, every attempt will be made to reschedule. If rescheduling is not possible, racers who have paid will receive a race credit for a future race in the 2021 or 2022 season, as determined by the Race Director.

ACCIDENT WAIVER AND RELEASE OF LIABILITY

READ CAREFULLY BEFORE SIGNING. MOUNTAIN BIKING IS A DANGEROUS AND HAZARDOUS ACTIVITY THAT CAN RESULT IN SERIOUS INJURY OR DEATH. I acknowledge that the RoughCut MTB Series is an athletic event and an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, hydration, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event. These risks are not only inherent to athletes, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in the RoughCut MTB Series.

I REALIZE THAT LIABILITY MAY ARISE FROM NEGLIGENCE OR CARELESSNESS ON THE PART OF THE RELEASED PARTIES, FROM DANGEROUS OR DEFECTIVE EQUIPMENT OR PROPERTY OWNED, MAINTAINED OR CONTROLLED BY THEM OR BECAUSE OF THEIR POSSIBLE LIABILITY WITHOUT

FAULT. I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical professional. I acknowledge that this Accident Waiver and Release of Liability releases from certain liabilities the Lake Mountain Bicycle Club, Eagle Mountain City, School and Institutional Trust Lands Association, Utah County, any race relevant private land owners; all of their respective affiliates, successors and assigns; all directors, officers, employees, volunteers, representatives and agents of any of the foregoing; and all event sponsors and landowners (collectively and separately, the "Released Parties").

In consideration of my application and permitting me to participate in the RoughCut MTB Series, I HEREBY UNCONDITIONALLY TAKE ACTION FOR MYSELF, MY EXECUTORS, ADMINISTRATORS, HEIRS, NEXT OF KIN, SUCCESSORS AND ASSIGNS AS FOLLOWS: (A) WAIVE, RELEASE AND DISCHARGE FROM ANY AND ALL LIABILITY FOR MY DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER ACCRUE TO ME INCLUDING MY TRAVELING TO AND FROM THIS EVENT, THE RELEASED PARTIES; AND (B) INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITIES OR CLAIMS MADE AS A RESULT OF PARTICIPATION IN THIS EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. ALL claims arising from or related to the RoughCut MTB Series, including for injury to person or property and/or death shall be GOVERNED BY UTAH LAW, without regard to conflicts of law principles, and exclusive jurisdiction shall be in the Third District Court in Summit County for all Summit County event locations, in Salt Lake County for all Salt Lake County event locations; or in the Fourth District Court in Wasatch County for the Wasatch County event location, and Utah County for the Utah County event locations. I hereby waive any objection to such law or jurisdiction. This Accident Waiver and Release of Liability shall be binding to the fullest extent permitted by law and supersedes any other agreements or representations by or between the parties, and is intended to provide a comprehensive release of liability. However, nothing in this Accident Waiver and Release of Liability shall amend or in any way diminish the enforceability of other releases that I may enter as part of this RoughCut MTB Series, including, but not limited to, releases required by other Released Parties. This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any provision of this Waiver and Release of Liability is found to be unenforceable, the remaining terms shall be enforceable.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during or as a result of the RoughCut MTB Series.

I understand that at the RoughCut MTB Series or related activities, I may be photographed. My photo, video or film, and/or likeness may be used for any legitimate purpose by the Released Parties.

I hereby certify that I have read this document; and, I understand its content.

_____ 2021

(Print) Participant Name Age Participant Signature Date

PARENT OR GUARDIAN WAIVER FOR MINORS (Under 18 years old) The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

_____ 2021

(Print) Parent Name Age Parent Signature Date

- Agree to all terms

2. Agree to all terms

- Yes, I have read the event waiver and agree to all terms.
- I attest that I am the parent or legal guardian of the minor participant named above. I have carefully read the foregoing and agree to all of the terms.