

MORE (The Mid-Atlantic Off-Road Enthusiasts), Inc.
RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") is executed by the undersigned individual (the "Participant"), or, if Participant is under age 16, the parent having legal custody and/or the legal guardian of the Participant (the "Guardian"), in favor of MORE (The Mid-Atlantic Off-Road Enthusiasts), Inc., a 501(c)(3) nonprofit corporation, its directors, officers, employees, agents, members, volunteers, and others participating in the Activity (collectively, "MORE"). Participant desires to engage in bicycling, trailwork, or other activities organized by or otherwise involving MORE (the "Activity" or "Activities"). This Release applies to any Activities engaged in by the Participant on and after the date hereof. Participant (and Guardian, if applicable) understands that the Activities are **INHERENTLY DANGEROUS** and Participant (and Guardian, if applicable) does hereby freely, voluntarily, and without duress execute this Release under the following terms:

Release and Waiver. Participant (and Guardian, if applicable) does hereby release and forever discharge and hold harmless MORE and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or equity, which arise or may hereafter arise from Participant's engagement in the Activities. Participant (and Guardian, if applicable) understands that this Release discharges MORE from any liability or claim that the Participant (or Guardian, if applicable) may have against MORE with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's engagement in the Activities, whether caused by the negligence of MORE or otherwise. Participant (and Guardian, if applicable) also understands that MORE does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Medical Treatment. **In the event that Participant is injured or otherwise requires medical, dental or other health-related treatment while engaging in the Activities, Participant (and Guardian, if applicable) hereby authorizes MORE to act on Participant's (and Guardian's, if applicable) behalf to request medical, dental, or other health-related treatment or procedures.** Participant (and Guardian, if applicable) does hereby release and forever discharge MORE from any claim, cost, loss or damage whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered or not rendered in connection with the Participant's engagement in the Activities.

Assumption of the Risk; Release; Indemnity. Participant (and Guardian, if applicable) agrees and represents that the Participant (and Guardian, if applicable) understands the **INHERENTLY DANGEROUS** nature of the Activities and that the Participant is qualified, in good health, and in proper physical condition to participate in such Activities. Participant (and Guardian, if applicable) further acknowledges that the Activities will be conducted over unpaved and paved trails and other surfaces and trail features and facilities open to the public during the Activity and upon which the hazards of traveling or using are to be expected. Participant (and Guardian, if applicable) further agrees and warrants that if at any time the Participant (and Guardian, if applicable) believe conditions to be unsafe, the Participant will immediately discontinue further participation in the Activity. MORE has no duty to inspect trails or other facilities at which the Activities occur.

The Participant (and Guardian, if applicable) FULLY UNDERSTANDS that: (a) THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO BICYCLING AND TRAILWORK ACTIVITIES, ARE **INHERENTLY DANGEROUS** AND INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING, BUT NOT LIMITED TO, 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.

The Participant (and Guardian, if applicable) HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE MORE, the owner of the property on which the Activity is conducted, or their respective 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 THE PARTICIPANT'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENCE RESCUE OPERATIONS; and the Participant (and Guardian, if applicable) FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT the Participant (and Guardian, if applicable) or anyone on their behalf, makes a claim against any of the Releasees, the Participant (and Guardian, if possible) WILL INDEMNIFY SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

Insurance. Participant (and Guardian, if applicable) understands that, except as otherwise agreed to by MORE in writing, MORE does not carry or maintain primary health, medical, disability, auto, property or any other insurance coverage for any participant, including the Participant. From time to time, MORE may maintain commercial general liability insurance or other non-primary insurance that may or may not apply to specific circumstances. Participant should obtain his or her own medical and other insurance coverages.

Minors. All Participants who have not yet reached the age of 16 must be accompanied by a Guardian during the Activities. In such circumstances, the Guardian assumes all responsibility for being present during any and all Activities for which their child participates. MORE's designated leader of an Activity may waive the requirement for the Guardian to be present during an Activity, provided the Guardian has provided consent to the leader and signed this Release. The Guardian shall be responsible for the actions of their child at all times.

Photographic Release. Participant (and Guardian, if applicable) does hereby grant and convey unto MORE all right, title, and interest in any and all photographic images and video or audio recordings made by MORE or at its direction during Participant's engagement in the Activities including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other. Participant (and Guardian, if applicable) expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Maryland, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland; except that Virginia law shall control any release in favor of a unit of government of Virginia or its agents. Participant (and Guardian, if applicable) agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Participant (and Guardian, if applicable) has executed this Release as of the date set forth below and Participant (and Guardian, if applicable) specifically acknowledges that he/she/they have reviewed and agree to all of its terms.

EVENT: _____ START TIME: _____ END TIME: _____ DATE: _____
LOCATION: _____ EVENT LEADER(S): _____

SIGNATURE

NAME OF PARTICIPANT

EMAIL ADDRESS / EMERGENCY CONTACT

DATE

GROUP

I HAVE READ THIS RELEASE