

Waiver & Release

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of the Newton Falls Sports and Recreation Club Inc., their agents, owners, officers, volunteers, participants, and all other persons or entities acting in capacity on their behalf (hereinafter collectively referred to as Newton Falls Sports and Recreation Club Inc.) I hereby agree to release and discharge the Newton Falls Sports and Recreation Club Inc., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that certain known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include among other things:** Collision with other riders or objects along the trails, walls or other fixed objects; falling down; my own equipment failure or the failure of other's equipment; my own or other's negligence; objects or conditions on the surface that may cause me to fall: broken bones; sprains; head, neck and back injuries; abrasions; and bruises.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Newton Falls Sports and Recreation Club Inc. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of the Newton Falls Sports and Recreation Club Inc. facilities, **including such Claims which allege negligent acts or omissions of.**
3. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating. Or else, I agree to bear the costs of such injury or damage. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity. Or else, I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I agree that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Newton Falls Sports and Recreation Club Inc. on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

Signature: _____

Signature of parent or guardian if under 18: _____

Address _____

Phone # _____ Plate # _____

Name of Insurance Company _____

Insurance Company Phone # _____

Insurance Identification # _____