

PARTICIPANT WAIVER AND RELEASE OF NEGLIGENCE CLAIMS

*** Please Read Carefully ***

Summary: By signing this Participant Waiver and Release of Negligence Claims (“Release”), you are giving up substantial rights in exchange for the opportunity to participate in National Interscholastic Cycling Association (“NICA”) programming, mountain bike races and other events conducted in Australia by Trek Australia Limited in cooperation with NICA (collectively, the “Events”). In particular, you agree not to sue Trek Bicycle Corporation (Australia) Pty Ltd. (CAN 143 457 998), Trek Bicycle Corporation, NICA, and each of their respective officers, directors, employees, representatives, volunteers, agents, advocates, affiliates, and all persons or entities providing goods and services (the “Released Parties”) for any of their alleged negligence in connection with the Events. You are assuming responsibility for any injuries or damages you may sustain arising from your participation in the Events, as further detailed below.

1. Acknowledgement of Responsibility for Safety. You acknowledge that there are inherent risks involved with your participation in the Events that may result in serious injury, damage to property, and other significant losses. These risks include, but are not limited to, collision with trees, vehicles, animals, and/or other riders; inclement weather; poor trail conditions; contracting a virus, disease, or other illness; overexertion; inadequate training; and/or mechanical failure of your equipment or the equipment of other participants. You assume all of these risks by participating in the Events.

2. Release and Indemnity. In exchange for participating in the Events, to the fullest extent permitted by law, you hereby release the Released Parties from any liability based on negligence or any other basis that may arise from your participation in the Events. This Release applies, for example, to injuries or damages arising from your conduct, bicycle or equipment defect or malfunction, the conduct or equipment of other participants; trail conditions; communicable diseases; and the negligent conduct of the Released Parties. This Release will prevent you, as well as your spouse, heirs, successors, assigns, and legal representatives, from suing any of the Released Parties for causing your injuries or damages, including where such injuries or damages are caused or contributed to through the negligence of the Released Parties.

3. Your Additional Promises. You acknowledge that participation in the Events is completely voluntary and that you have the option to not participate in light of the risks outlined above. You also acknowledge that you have read the terms of this document and have had the right to ask any questions about the meaning or impact of signing below. You understand that helmet use is **REQUIRED** for all cycling events. If you suffer injury, accident or illness during a cycling event, you consent to receive such medical treatment or assistance as may be deemed advisable.

Participant’s Printed Name: _____ Date: _____

Signature: _____

MINORS – Parent or Legal Guardian’s Guarantee

I REPRESENT THAT I AM THE PARENT/LEGAL GUARDIAN OF THE ABOVE NAMED INDIVIDUAL, AND THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE TO ALL OF THE ABOVE STATED CONDITIONS.

Printed Name: _____ Date: _____

Signature: _____