

# 2011 24 HOURS IN THE OLD PUEBLO ACCIDENT WAIVER AND RELEASE OF LIABILITY

EPIC USE ONLY

Rider # \_\_\_\_\_

Date \_\_\_\_\_

Amount \_\_\_\_\_

- Each waiver or change after December 18th will require a \$10 processing fee.
  - Each waiver or change after January 15th will require a \$20 processing fee.
  - All persons submitting a waiver after January 15th will not be eligible for the complimentary event T-shirt.
  - On-site changes will be \$20.
  - No changes will be made after Friday, February 18th. Sorry, there is no ride day registration offered.
  - No Faxed entries or release forms will be accepted.
  - Entries will be limited to the first 1,650 participants.
  - Entry Fees are NON-Refundable/NON-Transferable.
- Mail to: Epic Rides 2609 E. Broadway Blvd. Tucson, AZ 85716

Team Name \_\_\_\_\_ Captain Name \_\_\_\_\_ Class \_\_\_\_\_

Name \_\_\_\_\_ DOB \_\_\_\_\_

Occupation \_\_\_\_\_ Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ E-Mail (Required) \_\_\_\_\_

Phone (day) ( ) \_\_\_\_\_ (eve) ( ) \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Ph# ( ) \_\_\_\_\_

Shirt Size (Circle One) S M L XL XXL(\$2.50) Gender  M  F

Make and model of lighting systems you will bring (HID, Halogen, LED) \_\_\_\_\_

Do you like to ride your bike? \_\_\_\_\_

I acknowledge that this athletic event, The 24 Hours in the Old Pueblo, is 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, darkness, facilities, altitude, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors and/or producers of the event, and lack of hydration. These risks are not only inherent to athletes, but are also present for volunteers. I hereby agree to assume all of the risks of participating and/or volunteering in The 24 Hours in the Old Pueblo. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective property owned, maintained, or controlled by them or because of their liability without fault.

I certify that I am physically fit, have trained sufficiently for participating in this event and have not been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release of Liability form will be used by the event holders, sponsors and organizers of the event in which I may participate and that it will govern my actions and responsibilities at said event.

In consideration of my application and permitting me to participate in The 24 Hours in the Old Pueblo, I hereby 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 attorney's fees, litigation costs, and my traveling to and from The 24 Hours in the Old Pueblo, THE FOLLOWING ENTITIES OR PERSONS: Mountain Bike Amercia, LLC. Dba Epic Rides, their directors, managers, officers, employees, volunteers, representatives and agents, the event holders, event directors, event sponsors, event staff, vendors, event volunteers, property owners; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in The 24 Hours in the Old Pueblo, whether caused by the negligence of releases or otherwise.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, organizers and/or assigns.

This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum permissible under applicable law.

I further agree to abide by all the rules and regulations as set forth by Mountain Bike America, LLC. Dba Epic Rides, and the director of this event.

I hereby grant full permission to Mountain Bike America, LLC. Dba Epic Rides (in accordance with hipa standards) to access any medical information recorded regarding my condition during the 24 Hours in the Old Pueblo relay mountain bike event.

**I hereby certify that I have read this document and understand its content (no faxed or photocopied signatures)**

ENTRANT'S SIGNATURE \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: If 17 or under, Signature of Parent or Guardian Is Required Below:

The undersigned parent and natural guardian or legal 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, 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.

PARENT'S OR GUARDIAN'S SIGNATURE \_\_\_\_\_ Date: \_\_\_\_\_