REINHARDT OUTDOORS & MOUNTAIN BIKE TRAIL

WAIVER & RELEASE

Please read carefully before signing.
This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities (i.e., Reinhardt Outdoors) and avail myself of outdoor resources (i.e., mountain bike trails) of Reinhardt College, I agree to the following Waiver & Release:

I acknowledge that outdoor recreational activities have inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment.

I understand that I will be exposed to risks and hazards inherent to the aforementioned activity and that there are dangers involved that cannot be fully foreseen or controlled by Reinhardt College. I acknowledge that no one can warn me of all the dangers associated with the aforementioned activity and that the responsibility is upon me to investigate any activity, hazard, or thing which may be dangerous or that I do not understand. By signing below, I agree to follow all instructions and guidelines at all times for everyone’s safety, and willingly assume the risks and responsibilities that are involved in order to participate in this activity.

I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe that I have good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate despite the risks. I AM VOLUNTARILY USING THE PROPERTY, SERVICES, AND RESOURCES OF REINHARDT COLLEGE WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.

I assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, strains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration, drowning and/or oxygen shortage; exposure or weather-related conditions; head, neck and/or spinal injuries; bite or attack by animal, insect, or marine life; allergic reaction; shock, paralysis or death; and serious injury or impairment to other aspects of my body and general health and well being.

I give permission for the officials of Reinhardt College to seek emergency medical, rescue, or evacuation services for me should I become injured or ill with the understanding that I am
responsible for any expenses incurred. I fully understand that the College does NOT provide any medical insurance coverage for me while participating in this activity.

I agree to assume all risks and responsibility for any and all claims for damages, including personal injury and death, medical expenses, disability, lost wages, loss of hearing capacity, and property damages and loss incurred while participating in the outdoor program including any transportation to and from the activity.

Lastly, I, for myself, my heirs, successors, executors, and subroguees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Reinhardt College, its directors, officers, agents, employees, and members (hereinafter referred to as Organizers) from and against all claims, actions, causes of actions, liabilities, suits, expenses (including court cost and attorneys’ fees) which are related to, arise out of, or are in any way connected with my participation in this activity included, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, or equipment, whether such damage, loss, injury, paralysis, or death results from negligence from some other cause (whether caused by the negligence or the Organizers or otherwise). I, for myself, my heirs, my successors, executors and subrogues, further agree to not sue Reinhardt College, its directors, officers, agents, employees, and members as a result of any injury, paralysis, or death suffered in connection with my use and participation in any activity on College property or off College property but sponsored by the College.

I have read the above WAIVER AND RELEASE OF LIABILITY and fully understand its purpose. I understand this agreement is binding on my family, heirs and executors. I willingly and voluntarily sign below and represent that I am 18 years of age or older and otherwise competent to execute this document, or that my legal guardian is also signing this document and the attached indemnification.

Legal Printed Name_____________________________ Date______________________

Signature____________________ Date of Birth ___/___/___ ID# __________________

Local Address____________________________________________________________

City______________________ State_______ Zip__________

Home Phone (     )__________________  Work Phone (     )_______________________

In Case of Emergency Contact________________________ Relationship____________

Home Phone (     )_____________________  Work Phone (     )____________________

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If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

INDEMNIFICATION

In consideration for the above minor being permitted by Reinhardt College to participate in the activities sponsored by Reinhardt College (i.e., Reinhardt Outdoors) which include, without limitation, the use of its facilities, resources, services and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Reinhardt College, its directors, officers, agents, employees, and members from and against any claims, actions, demands, expenses, liabilities (including court costs, and attorneys’ fees), and NEGLIGENCE made or brought by said minor or by anyone on belief of said minor, as a result of said minor’s participation in the activities and his or her use of the property, and facilities of Reinhardt College. I, for myself and on behalf of said minor, further agree not to sue Reinhardt College, its directors, officers, agents, employees, and members as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities.

Date ______________________

Signature of Parent, Guardian or Custodian of Minor ___________________________________

Print Name of Minor ____________________________________________________________

Date ________________________  Witness _________________________________________