

# MINOR(S) RELEASE/WAIVER OF LIABILITY AGREEMENT FOR SWAMP MOUNTAIN BIKE CLUB, INC.

*(SWAMP MOUNTAIN BIKE CLUB INC. is a Florida Not For Profit Corporation)*

I, (Print Name) \_\_\_\_\_, am the parent, natural guardian, and/or legal guardian of (Print Name) \_\_\_\_\_, a minor child under the age of 18 years. I would like for my child to participate in a SWAMP MOUNTAIN BIKE CLUB, INC. (hereinafter referred to as "**SWAMP**") activity or event (name of activity or event i.e. race/trail maintenance/festival, etc.): \_\_\_\_\_. In consideration for my child being allowed to participate in this activity or event and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I, the undersigned agree to and make the following contractual representations, pursuant to this Minor(s) Release/Waiver of Liability Agreement (hereinafter referred to as "**RELEASE AGREEMENT**").

1. I am fully aware and understand that this activity or event my child is being given the opportunity to participate in has inherent and unavoidable risks. My child's participation in this event or activity is purely voluntary and in spite of the risks and known or unknown dangers associated with or inherent to the activity or event, I have decided that the benefit to my child from his/her participation outweighs the risk of injury. Risks include, without limitation, the potential for serious bodily injury, permanent disability, paralysis, and death. Furthermore, acknowledged general risks include, without limitation, exposure to extreme conditions and circumstances; accidents; illness; contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course, trail, road or thoroughfare conditions; inadequate safety measures; participants of varying skill levels; unidentified risks and dangers which may not be readily foreseeable, and all other presently known risks and dangers. I voluntarily assume full responsibility for any risk of loss, property damage, personal injury, including death, which may be sustained by my child as a result of his/her participation in this activity or event.

2. I hereby voluntarily release, waive, discharge, and covenant not to sue SWAMP, its directors, officers, employees, instructors, guides, agents, affiliates, promoters, organizers, representatives, independent contractors, vendors, volunteers, subcontractors, suppliers, sponsors, successors, and assigns (all hereinafter referred to as "**RELEASEES**") from any and all liability arising out of any loss, damage, personal injury, or death that may be sustained by my child or to any property belonging to me or my child, that may occur during or be in any manner connected with my child's participation in said activity or event. This **RELEASE AGREEMENT** shall apply while my child is in, on, or upon the premises where the event is being conducted including, without limitation, such loss, damage, injury or death that may result from **RELEASEES'** own negligence. I further waive any right that I, my family, heirs, representatives and/or assigns might otherwise have, and covenant not to sue said **RELEASEES** in connection with any such liability.

3. I acknowledge that my child is in good physical health and I know of no medical, physical, or mental condition/reason that he/she should not participate in this activity or event. I understand and agree that I shall assume liability and bear the cost of any injury or damages incurred due to any such condition/reason.

4. I hereby grant permission to the activity or event leaders to seek emergency medical treatment, rescue or evacuation services for my child should he/she become injured or ill with the understanding that I shall be responsible and liable for any and all expenses incurred including, without limitation: expenses related to calls to 911; emergency medical treatment; costs of evacuation/emergency transport; all other medical aid and treatment. I understand that SWAMP does not provide any medical insurance for me, my child or other family members while participating in this activity or event. In conjunction with the terms of this **RELEASE AGREEMENT**, I acknowledge that it is my responsibility, not the **RELEASEES'** responsibility, to secure any insurance I may feel my child needs to participate in this activity or event. I further agree to release, waive, discharge, and covenant not to sue all **RELEASEES** and any other person, including licensed medical professionals, acting based on the Florida Good Samaritan Act who, in good faith, render emergency care or treatment or undertake my child's removal from an unsafe or dangerous location for purposes of treatment or evacuation.

5. I acknowledge that photographs, video recordings (including by unmanned aerial vehicles) may be taken of

me and my child during the activity or event. I herein give permission and authorization for those materials to be used for promotional and media purposes, with or without using our names, by SWAMP and its sponsors without additional review, approval, or any claim for compensation.

6. I understand and agree that I may not sign and enter into this RELEASE AGREEMENT on behalf of any minor for whom I am not the parent, natural guardian, and/or legal guardian for, UNLESS I provide a signed and notarized power of attorney from the lawful parent, natural guardian, and/or legal guardian designating me as their agent specifically authorized to enter into this RELEASE AGREEMENT on behalf of their minor child.

7. I acknowledge and agree that this RELEASE AGREEMENT shall be construed pursuant to the laws of the State of Florida and that the venue for any legal proceeding concerning this RELEASE AGREEMENT shall be in Hillsborough County, Florida.

8. If any provision of this RELEASE AGREEMENT is held to be unlawful, void, or for any reason unenforceable, that provision shall be deemed severable from the rest of this RELEASE AGREEMENT and shall not affect the validity and enforceability of any remaining provisions.

9. In entering into this RELEASE AGREEMENT, I am not relying on any oral or written representations, advertisements, promotional materials, or statements made by the RELEASEES with respect to the safety of my child while participating in activity or event.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**  
**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SWAMP AND OTHER RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM SWAMP AND OTHER RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM AND SWAMP HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

I CONFIRM THAT I, (*Print Name*) \_\_\_\_\_, AM OVER 18 YEARS OF AGE, CAN READ AND UNDERSTAND THE ENGLISH LANGUAGE, AND HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT.

Signature \_\_\_\_\_ Date: \_\_\_\_\_  
As parent, natural guardian, and/or legal guardian of: \_\_\_\_\_ Age: \_\_\_\_\_  
Phone#: \_\_\_\_\_ Email: \_\_\_\_\_