

**FREERIDE 512 RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS
READ CAREFULLY BEFORE SIGNING**

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This form must be completed for anyone wishing to ride bicycles on the mountain bike trails located at 578 FM153, Smithville, Bastrop County, Texas. This form will remain on file for a period of one year from the date of its execution. Anyone riding without this form on file will be considered trespassing and will be charged with theft of services.

The Participant identified below, who is at least 18 years old (the "Adult") has read this agreement and has signed it, or if Participant is younger than 18 ("Minor"), the Minor's parent or legal guardian (the "Adult"), has read this agreement and signed it on behalf of him/herself and the Minor. The Adult or the Minor participant and the Minor's parent or legal guardian collectively, will be referred to herein as the "Undersigned." "Participant" refers to the person actually taking part in some or all of the FREERIDE 512 club activities including, but not limited to, mountain bike riding, clinics, trail building and maintenance, social activities, trips, and competitions (collectively referred to herein as the "Activities"). The Undersigned understand and agree that Participant will not be permitted to take part in any Activities unless this Warning, Assumption of Risk, Release of Liability and Indemnity Agreement ("Agreement") is fully executed.

UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR ANY TIME PARTICIPANT ENGAGES IN ANY ACTIVITIES WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL FORM FOR EACH ACTIVITY UNTIL THE UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN A WRITING SIGNED BY FREERIDE 512's AUTHORIZED REPRESENTATIVE. THE PERSON SIGNING BELOW ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT FOR HIM/HERSELF AND, IF APPLICABLE, ON BEHALF OF MINOR, HE/SHE IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY TEXAS LAW.

Undersigned understand and agree that the Activities in which Participant will be engaged involves risks, known or unknown, inherent or otherwise, and that some of which are described herein. Undersigned understand and agree that the Activities involve strenuous physical activity that may be hazardous to some people due to their physical condition and that outdoor activities involve dangers and risks that can lead to serious injury and death. Such dangers and risks include, without limitation, becoming lost or disoriented, rapidly changing weather conditions, exposure to sun, rain, snow, hail and lightning, hypothermia, hyperthermia, dangers caused by other persons engaged in similar Activities, the possible occurrence of landslides and flooding, skin irritations and illness due to plants, wildlife encounters, falling trees and limbs, and reduced oxygen in the air at high altitudes.

MOUNTAIN BIKING IS A DANGEROUS AND HAZARDOUS ACTIVITY WHICH CAN RESULT IN SERIOUS INJURY OR DEATH. Mountain biking is different than road biking, and may be more dangerous than road biking in that it is done on partially improved and unimproved trails and roads, as well as on naturally rugged terrain. Mountain biking involves risks, including, but not limited to, steep slopes, rocks of various sizes, trees, roots, tree stumps, cliffs, rock drops, holes and potholes, depressions, streams and creeks, dirt features and other constructed features such as bridges, ramps, ladders, bumps, jumps and drops, wallrides, elevated stunts uneven and/or slippery trail conditions, varying slopes. Variations in terrain, forest growth, loose gravel and dirt, wet surfaces, downed timber, debris, collisions, other riders, hikers, and pedestrians, heavy equipment, and vehicles. Trail conditions and features may change quickly due to weather, use and other factors. Undersigned understand and agree that there are risks involved in decision-making and conduct of FREERIDE 512's members, officers, and directors involved with the Activities including, but not limited to, the risks involved with mountain biking, teaching skills clinics, rescue operations and/or medical care conducted or provided by FREERIDE 512 members and the risk that a member instructing/coaching/guiding may misjudge Participant's abilities, conditioning, or misjudge weather, terrain, trail conditions, route selection, location, or some aspect of Participant's mental, emotional, or physical condition that may make a certain portion of the Activities appropriate or inappropriate for the Participant.

Undersigned understand and agree that Participant must have the physical dexterity and knowledge to safely ride mountain bikes on the terrain and features they choose. Adult also understands and agrees that Minor may be riding mountain bikes without being accompanied by an adult and hereby gives permission for the Minor to do so. Adult agrees that he/she will instruct and direct Minor to abide by the rules of FREERIDE 512. Adult for him/herself and/or, if applicable, on behalf of Minor hereby freely and expressly agrees to ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH to the Participant in any way connected with the Activities. RECOGNIZING THE RISKS, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITIES AND, IF APPLICABLE, VOLUNTARILY CHOOSES TO ALLOW MINOR TO PARTICIPATE IN THE ACTIVITIES AND REPRESENTS THAT PARTICIPANT HAS THE SKILLS AND DEXTERITY TO SAFELY PARTICIPATE IN THE ACTIVITIES AND WILL AT ALL TIMES RIDE WITHIN HIS/HER ABILITIES OR PARTICIPATE IN OTHER PARTS OF THE ACTIVITIES IN A PRUDENT AND RESPONSIBLE MANNER.

By signing this Agreement Undersigned acknowledge the risks associated with the Activities and, as a condition to Participant engaging in the Activities, Undersigned agree to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant engaging in the Activities; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against FREERIDE 512, its officers, directors, members or volunteers, or the land owner (including HILIL, Inc., Rocky Hill Ranch, Pam J. Hill, and Grey L. Hill) of the mountain bike trails located at 578 FM153, Smithville, Bastrop County, Texas, and each of their insurance carriers, agents, as well as any Activities sponsors (hereinafter the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in any Activities; (3) INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS from any and all claims demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activities and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant. Undersigned agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Indemnified Party in defending investigation, claim or suit brought by or on behalf of Undersigned.

HELMETS ARE REQUIRED while riding mountain bikes during Activities. Undersigned agree that Participant will wear a helmet at all times while riding mountain bikes in Activities. Undersigned understand and agree that although Participant may be wearing a helmet, a helmet cannot guarantee Participant's safety and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.

Undersigned gives FREERIDE 512 permission to take and use photographs, video recordings, or movies of Participant taken during Activities and use such material for any purpose in promoting FREERIDE 512 Activities.

The Adult signing below agrees for him/herself and Minor that **ALL** claims arising from or related to any Activities, including for injury to person or property and/or death shall be **GOVERNED BY TEXAS LAW, without regard to conflicts of law principles, and that EXCLUSIVE JURISDICTION shall be in AUSTIN, TEXAS. UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. **THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND ISSIGNING THIS AGREEMENT ON BEHALF OF MINOR AND THAT MINOR WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF MINOR, MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITIES.** This Agreement shall be binding upon Undersigned's assignees, subrogors, heirs, next of kin, executors, and personal representatives.

UNDERSIGNED HAVE CAREFULLY READ BOTH PAGES OF THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.		
Executed this _____ day of _____, 201__		
NAME _____		
LAST	FIRST	MIDDLE INITIAL
HOME ADDRESS _____		
CITY	STATE	ZIP CODE
PHONE: _____	EMAIL: _____	
PARTICIPANT DATE OF BIRTH : ____ / ____ / ____	PARTICIPANT AGE: _____	
PRINT NAME OF PARTICIPANT _____	SIGNATURE OF PARTICIPANT 18 YEARS OF AGE OR OLDER _____	
PRINT Name of PARENT of LEGAL GUARDIAN _____	Signature of PARENT or LEGAL GUARDIAN _____	