

This document must be filled out completely before biking at the Post-Apocolympics, August 31st, 2013, held at 1803 Castle Gardens Rd, Vestal, NY 13850. If you are under 18 this document must also be signed by a parent or legal guardian.

VOLUNTARY RELEASE ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS INDEMNITY AGREEMENT

PLEASE PRINT CLEARLY

Name: _____ Date of Birth: _____ Male/Female: _____ Age: _____

If under 18, Name of Guardian: _____ Relationship: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

In case of emergency: _____ Phone: _____

The above-named person being eighteen or older in age, or the legal guardian of the above-named person who is under 18, in consideration of the services provided by FBM BMX, Inc., HCS llc., its agents and employees, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGEMENT OF RISKS

I UNDERSTAND AND ACKNOWLEDGE that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL DAMAGE to myself, to my property or to spectators or other third parties. I understand and acknowledge those risks may result in personal claims against FBM BMX, Inc., HCS llc., its agents or employees, or claims against me by spectators or other third parties. These risks include but in no way are limited to the following:

- The risks which are inherent in the activities of riding bikes including, but not limited to, falling, coming in contact with ramps, walls, other equipment or person.
- The acts or omissions, negligence in any degree of FBM BMX, Inc., HCS llc., and other persons or entities
- Latent or apparent defects or conditions in equipment or property supplied by FBM BMX, Inc., HCS llc., or other persons or entities
- The condition of any track or ramp and accidents connected with their use
- My own physical condition or my own acts or omission
- First aid, emergency treatment or other services rendered by FBM BMX, Inc., HCS llc., or others
- Consumption of any food or drink, whether or not provided by FBM BMX, Inc., HCS llc.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and the other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to myself or to my property or to spectators or other third parties.

ACCEPTANCE OF RISK AND RESPONSIBILITY

I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE to myself or to my property arising from my participation in the activity. My participation in the activity is purely voluntary; no one is forcing me to participate in spite of the risks.

RELEASE

I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE FBM BMX, Inc., HCS llc. and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with in), participation in this activity, including, but specifically not limited to any and all negligence, fault, or strict liability of FBM BMX, Inc., HCS llc., and all other persons or entities, for any and all injury, death or illness or disease, and damage to myself or to my property. I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY FBM BMX, Inc., HCS llc., or its agents or employees and all other persons or entities from all defense damage which I may negligently or intentionally cause to spectators or other third parties in the course of my participation in this activity.

"I have read this page and initialed to show that I understand and agree": _____ (INITIAL HERE)

I FURTHER AGREE, PROMISE AND COVENANT NOT TO USE, assert or otherwise maintain any claim against FBM BMX, Inc., HCS llc., its agents or employees. and all other persons or entities, for any injury. death, illness or disease, or damage to myself or to my property, arising from or connected with my participation in this activity or from any claims asserted against me by spectators or other third parties. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS ACTIVITY. I WILL HAVE NO RIGHT TO MAKE CLAIM OR FILE A LAWSUIT AGAINST FBM BMX, Inc., HCS llc., ITS AGENTS OR EMPLOYEES EVEN IF FBM BMX, Inc. , HCS llc., OR ITS AGENTS OR EMPLOYEES OR ANY OF THEM NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT

I UNDERSTAND AND ACKNOWLEDGE that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against FBM BMX, Inc., HCS llc., its agents or employees, and other persons or entities'. including specifically. but not limited to,, rights arising from or claims for the acts or omissions, fault, negligence in any degree of FBM BMX, Inc., HCS llc., its agents or employees, and all other persons or entities. I understand and acknowledge that by initialing and/or signing this document, I have assumed responsibility and LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against me as a result of my participation in this activity.

PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS

I UNDERSTAND AND ACKNOWLEDGE that no major medical insurance benefits will be provided to me during this activity. I certify that I have sufficient health, accident', and personal liability insurance to cover any bodily injury, property damage or as a result of my participation in this activity. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I FURTHER ACKNOWLEDGE that the undersigned is in good physical and mental health, and not suffering from any condition', disease or disablement. which would or could potentially affect participation in this activity.

RULES AND REGULATIONS

NO ALCOHOL WHILE RIDING YOUR BIKE IN THE EVENT
NO DRUGS DURING EVENT
NO RECKLESS BEHAVIOR - RIDE SMART
NO FOOD OR DRINKS ON THE COURSE
NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS
POSITIVELY NO REFUNDS
TAKE TURNS, RESPECT YOUR FELLOW BIKER, AND BE NICE
ALL BIKERS MUST WEAR HELMETS

BY INITIALING I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE RULES AND THAT FAILURE TO FOLLOW THE RULES MAY RESULT IN PERMANENT EXPULSION FROM THE CONTEST.

INITIAL HERE: _____ (ENTIRE AGREEMENT)

I understand that this is the entire agreement between the undersigned and FBM BMX, Inc., HCS llc., its agents, employees and that it cannot be modified or changed in any way by the representations or statements of FBM BMX, Inc., HCS llc., its agents or employees or by the undersigned. My signature below indicates that I have read this entire document in full. understand it completely, and agree to be bound by its terms.

SIGNATURE OF PARTICIPANT: _____ DATE: _____

SIGNATURE OF PARENT OR GUARDIAN (IF UNDER AGE OF 18): _____

SIGNATURE OF WITNESS: _____