

**WAIVER, RELEASE OF LIABILITY AND AGREEMENT TO
INDEMNIFY AND HOLD HARMLESS**

I, _____ the Participant,
and _____,
the parent(s) or legal guardian of the participant], whose address is _____

in consideration for the Participant's participation in the Northern Colorado Trail Riders' recreational trail rides, do hereby state and agree:

1. I [We] acknowledge that the participant's participation involves certain dangers, including, but not necessarily limited to, those associated with off highway vehicle (OHV) riding or other OHV activities, the risks of which I [we] assume, and which include, but are not necessarily limited to, injury or death.
2. I [We] expressly represent to the Northern Colorado Trail Riders that the participant has no medical condition or physical limitation which would adversely effect his/her ability to participate in the ride; and that I [we] have adequately prepared myself [him/her] for such activity.
3. I [We] do therefore hereby, RELEASE the Northern Colorado Trail Riders and all other members, officers, and other representatives of NCTR, from any and all liability for any and all causes of action which I [we] may hereafter have on account of any and all injuries to the participant's person or property, including death, arising out of or related in any way to the Participant's participation in NCTR rides, whether such injury results from the negligence of the NCTR or any member, officer or representative of the club, or from any other cause.
4. I [We] do hereby COVENANT NOT TO SUE Northern Colorado Trail Riders or any officer, member or representative of the club and agree to INDEMNIFY, SAVE AND FOREVER HOLD THEM AND EACH OF THEM HARMLESS from any liability, and do hereby WAIVE any and all claims, demands, actions or causes of actions against them or each of them arising out of or related in any way to the Participant's participation in the NCTR Ride, whether said claim, demand, or cause of action arises from the negligence of NCTR or any of its representatives, or from any other cause.
5. I [We] do hereby ASSUME ALL RISK of loss, damage or injury to the Participant or property, including death, arising out of or related in any way to my/his/her participation in the NCTR ride.
6. This RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS shall be binding upon me [us] and [our] heirs, executors, administrators, personal representatives, successors and assigns, and shall inure to the Northern Colorado Trail Riders, and their heirs, executors, administrators, personal representatives, assigns and successors in office.

SIGNATURE OF PARTICIPANT _____ DATE _____

SIGNATURE OF PARENT/
LEGAL GUARDIAN _____ DATE _____