

**RELEASE OF LIABILITY AND COVENANT NOT TO SUE OF
NORTHERN COLORADO TRAIL RIDERS ASSOCIATION**

Waiver and Release of Liability. In consideration for the privilege of the Participant's participation in the activities of the **NORTHERN COLORADO TRAIL RIDERS ASSOCIATION (NCTR)**, the undersigned hereby RELEASES, DISCHARGES, COVENANTS NOT TO SUE (described below), AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEES from any and all liability, demands, losses, medical expenses, lost opportunities, damages or attorneys' fees and costs stemming from any or all claims for negligence, expressed or implied warranty, contribution, and indemnity, and/or claims of negligent rescue operations, first aid, and emergency care, to the broadest extent permitted by applicable law suffered by the Participant, incurred on his/her account with respect to the Participant's personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from the Participant's participation in the activities of NCTR, as caused or alleged to be caused in whole or in part by the RELEASEES or any of them, and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant's behalf against any of the RELEASEES, THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS IT OR THEY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, OR ANOTHER PERSON. RELEASEES include, but are not limited to, NCTR, its members, officers, directors, agents and assigns.

Covenant Not to Sue. To the fullest extent permitted by law, at no time subsequent to the execution of this Agreement will Releasee cause or knowingly permit the prosecution, in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency, or any other tribunal, any charge, claim or action of any kind, nature and character whatsoever, known or unknown, which he may now have, has ever had, or may in the future have against NCTR and/or any member, officer, director, agent or assigns of NCTR, which is based in whole or in part on any matter covered by this Agreement.

Dated: _____

Participant Signature

Printed Name

Address

Telephone

NOTE: If the RELEASEE is a MINOR, the Release must also be approved by the parent or legal guardian.

Parent/Legal Guardian Signature

Printed Name