

Shredders Coach Waiver

V2: updated March 2024

Release of Liability, Waiver and Indemnity Agreement

Please read thoroughly, and then indicate your understanding and agreement on the “Volunteer Registration Form”

Voluntary Participation Statement

Regardless of whether I am receiving any form of compensation for my services, I am voluntarily participating in a mountain bike ride(s) and or clinic(s). “Mountain Biking” in this agreement means all of the following activities: individual rides, group rides, races, contests, demonstrations, seminars, clinics, pre-or post-ride gatherings, and any and all other related activities connected with Saratoga Shredders, Inc.’s promotions or offerings of Mountain Biking experiences which occur in the twelve month period following the date of this Agreement. The nature of Mountain Biking contains inherent risks related to the operation of a bicycle and encounters with the natural environment as well as natural and manmade obstacles.

Safety Acknowledgement

I have been advised that all riders must wear a helmet and I recognize that it is my responsibility to ensure that I have adequate head protection and any other desired protective devices and that my helmets and any other protective devices are correctly worn during any Mountain Biking.

I am aware of the basic mechanics of my own bicycle. I acknowledge that it is my responsibility to provide, utilize and maintain my bicycle, equipment and any clothing necessary for my safe participation in Mountain Biking. I ensure that I feel safe and secure on my own bicycle.

Assumption of All Associated Risks

I acknowledge that Mountain Biking is an activity with inherent risks that I am voluntarily assuming. There may be significant risks associated with Mountain Biking including bicycle mechanical failure; distraction or failure due to problems with protective devices; collisions (including, among others, stationary objects, other riders, other park guests, or vehicles); injury caused by interaction between bicycle and other objects such as clothing worn while riding; distractions (including, among others, the distraction of riding in a group); natural conditions (including, among others, variations in terrain, potholes, tree stumps, roots, or other obstacles to vision or safe passage); weather related challenges (such as slippery or muddy trails or pathways); loss of control from rapid changes in speed; becoming lost or separated from instructors or other participants; and accidents from inattention or negligence (my own, or that caused by other participants, volunteers, or staff).

Insurance Acknowledgment

I represent and warrant that I currently have, and shall maintain through the time that I participate in Mountain Biking, sufficient insurance (be it medical, accident, disability or life insurance) to protect my interests, or if I do not, that I hereby waive the opportunity to obtain such. I acknowledge that Saratoga Shredders, Inc. is not an insurance company and that no one has represented to me that Saratoga Shredders, Inc. has obtained insurance that would provide coverage to me in the event I am injured while participating in Mountain Biking. I acknowledge that in the event of an incident that causes significant personal injury while participating in a Saratoga Shredders, Inc. sanctioned event, the extent of my injuries will be shared with Saratoga Shredders, Inc.’s insurance carrier (should Saratoga Shredders, Inc. have one).

Release of Liability, Waiver of Claims and Indemnification

On behalf of myself and all of my personal representatives, beneficiaries, distributees, heirs, and assigns, I hereby waive any and all claims in law or equity including claims for injury to personal property (property damage, theft, loss or conversion), persons, bodily injury, death, or disability which arise from loss or damages due to my attendance at or participation in Mountain Biking.

I agree to be responsible for bearing any and all costs, expenses and damages sustained by me, those who depend on me, or those who are responsible for me, that arise out of or are related to any claim addressed by this Agreement. As such, I hereby agree to hold harmless, defend, and indemnify the following parties: Saratoga Shredders, Inc. and its' officers, directors, employees, agents (including all coaches and volunteers) and any person or entity Saratoga Shredders, Inc. has agreed to indemnify as to claims made by Mountain Biking participants (such as, but not limited to owners of the property on which any of the Mountain Biking occurs).

Media Release and License

I allow and authorize Saratoga Shredders, Inc. to use any media images or likeness for purposes of promotion, advertising, or social media interaction.

HEALTH WAIVER:

IN CONSIDERATION OF being allowed to participate in Mountain Biking, the undersigned acknowledges, appreciates, and agrees that:

The risks of illness (ex: communicable diseases such as COVID-19) from Mountain Biking are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious illness do exist; and,

I, myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin understand and acknowledge that the COVID-19 virus is extremely contagious and that the mere physical presence at Mountain Biking could increase the risk of contracting the disease. It is understood and acknowledged that my child and I/spouse/personal representative must cooperate to comply with preventative measures and health guidelines, including but not limited to measures and guidelines set forth by Saratoga Shredders, Inc., the New York State Department of Health (NYSDOH) and the Center for Disease Control and Prevention.

Child Protection Policy Acknowledgment

In consideration of being allowed to participate in Mountain Biking, the undersigned acknowledges, appreciates, and attests that:

I have read and received a copy of the Child Protection Policy of Saratoga Shredders, Inc., which is permanently available [<https://saratogashredders.com/mentors>] I have reviewed the policies, and I fully understand the policies contained therein. My signature attests that I will abide by the policies, rules and procedures therein.

My signature on the "Volunteer Registration Form" indicates my full understanding and acknowledgment of all terms contained within this **Release of Liability, Waiver and Indemnity Agreement**