

COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

DUST2, Inc./Owner

(Read completely before signing)

THIS RELEASE relates to any and all training, races and other activities of the DUST2, Inc., a Colorado Non-profit Corporation (“DUST2”) mountain bike team (collectively the “EVENT”) being held at various locations throughout Pagosa Springs, Archuleta County, the Four Corners and/or any other locations. I understand that in order to attend and participate in the EVENT, I (or my child) will be required to provide its own transportation, food, lodging and supervision at such Event.

In consideration for participating as a member of DUST2 at the EVENT and being able to participate in the EVENT, I hereby agree to accept the terms and conditions of this contract and release agreement. I hereby ASSUME ALL RISKS in connection with attending or participating in the EVENT. I RELEASE **DUST2, Inc., a Colorado Non-profit Corporation**, its representatives, agents, affiliates, officers, directors, servants, and employees, together with **all OWNERS of the property on which the EVENT is conducted**, of and from ALL LIABILITY for any injuries or damages, and from any claim made by me, my family, estate, heirs and assigns arising in any way from my attendance or participation in the EVENT, including any claim based upon NEGLIGENCE. I hereby expressly agree that DUST2 employees (including team coaches) are not responsible for transportation or supervision of my child at such events. In the event that I ask a DUST2 employee to provide any such supervision or transportation, I hereby acknowledge that DUST2 and its employees are not responsible and shall not be held liable for any resulting injury or claim.

It is expressly understood that drop off and pick up zones present an inherent danger with participants, parents, agents and other individuals and their vehicles milling around at their own risk. I hereby agree that I am fully responsible for the welfare of my child/participant during drop off and pick up, and that if I choose to leave my child without supervision at the drop off or pick up zones, I am still fully responsible for the welfare of my child/participant.

THE UNDERSIGNED expressly agree to the fact that mountain biking in its various forms is an inherently hazardous sport that has many dangers and risks, and that injuries are common and ordinary occurrence of this sport. THE UNDERSIGNED acknowledges that MOUNTAIN BIKE COMPETITION AND TRAINING and related activities are ESPECIALLY HAZARDOUS activities and GREATLY INCREASE THE RISKS of mountain biking in its various forms and that THE UNDERSIGNED has made a voluntary choice to participate in those activities myself or allow my child(ren) to do so despite the risks they present.

THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the EVENT and that falls, INJURIES AND/OR DEATH may result from engaging in the EVENT. THE UNDERSIGNED agree and understand that risks include, but are not limited to uneven and irregular surface conditions, high elevation, slick or uneven surfaces, marked and unmarked obstacles, rugged mountain terrain, varying weather and visibility conditions, condition of the PARTICIPANT, dehydration and other participants.

I CONTRACTUALLY AGREE that any and all disputes between myself and DUST2 arising from participating in the EVENT, and including any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF COLORADO and the EXCLUSIVE JURISDICTION thereof will be in the appropriate state court of the 6<sup>th</sup> Judicial District state, located in Pagosa Springs, Colorado.

I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS DUST2, its representatives, agents, affiliates, officers, directors, servants, and employees, together with **all OWNERS of the property on which the EVENT is conducted**, of and from any claim, action, harm, injury, damage, or loss to person and/or property which I may suffer, or which I may contribute to or cause to ANY THIRD PARTIES.

The undersigned parent/guardian signing below represents to DUST2 and OWNER that they have the authority to enter into this contract on behalf of said MINOR(S) and on behalf of any other parent or guardian of said MINOR(S) and AGREES TO DEFEND AND INDEMNIFY and hold harmless DUST2 and OWNER from any and all claims arising from this contract brought on behalf of said minor(s) or any other parent/guardian thereof, even after the minor(s) has attained majority, or from third parties injured by the minor(s), and hold DUST2, LLC, its representatives, agents, affiliates, officers, directors, servants and employees and OWNER harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property.

I authorize DUST2, its employees, agents or representatives, to call for medical care for me or my minor child, or to transport me or my minor child to a clinic or a hospital if such action is necessary in the opinion. I agree that, at such time as I am allowed to transport myself, or I or my minor child are turned over to any ambulance, other medical transport, medical facility, clinic or hospital, DUST2, its employees, agents, or representatives, shall have no further responsibility for or to me. I AGREE TO PAY all cost associated with medical care and transportation for me or my minor child, and I AGREE TO INDEMNIFY and hold harmless DUST2, its representatives, agents, affiliates, officers, directors, servants and employees, from such costs.

Participant hereby grants permission to DUST2, its representatives, agents, affiliates, officers, directors, servants, and employees, to use any individual or group photographs taken of members during racing or training for publicity and brochure purposes.

I HAVE CAREFULLY READ THE FORGOING RELEASE AND INDEMNITY AGREEMENT, I UNDERSTAND ITS CONTENTS AND I SIGN BELOW AS AN INDIVIDUAL, OR AS AN INDIVIDUAL AND AS THE PARENT OR GUARDIAN OF THE CHILD AND ON HIS/HER BEHALF. IF ANY PART OF THIS AGREEMENT IS DEEMED UNENFORCEABLE, THE REMAINDER SHALL BE AN ENFORCEABLE CONTRACT BETWEEN THE PARTIES. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Minor