**ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM**

**PRAIRIE BURNER WEEKLY GRAVEL RIDE**

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, namely PRAIRIE BURN BIKE RIDE, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised not to participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used and relied on by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Claude W. and Dolly Ahrens Foundation, Imagine Grinnell, all event sponsors and partners and/or their directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers; and

(B) I WILL INDEMNIFYAND HOLD HARMLESS AND DO PROMISE NOT TO SUE the entities or persons mentioned in the prior paragraph from and as to any and all liabilities or claims (including attorney fees and costs) made as a result of the Participant’s participation in this activity or event, whether caused by the negligence of released or otherwise.

I acknowledge that Claude W. and Dolly Ahrens Foundation, Imagine Grinnell, all event sponsors and partners, and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of the Claude W. and Dolly Ahrens Foundation and/or Imagine Grinnell.

I acknowledge that this activity or event may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the Claude W. and Dolly Ahrens Foundation, Imagine Grinnell, all event sponsors, organizers, partners and assigns.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A CONTRACT IN WHICH I RELEASE LIABILITY AND AGREE TO INDEMNIFY AND PROMISE NOT TO SUE. I SIGN IT OF MY OWN FREE WILL VOLUNTARILY AND WITHOUT INDUCEMENT.

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Print Participant’s Name Age Signature Date

FOR PARENT/LEGAL GUARDIAN OF PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Released, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Released from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED, to the fullest extent permitted by law.

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Print Parent/Guardian’s Name Age Signature Date