

**STURGIS MUSIC ON MAIN MOUNTAIN BIKE SERIES RACE
WAIVER AND RELEASE FROM LIABILITY & INDEMNITY AGREEMENT**

In consideration of being permitted to compete or participate in any way in the STURGIS MUSIC ON MAIN MOUNTAIN BIKE SERIES RACE, to be held Wednesday evenings from June through July of this year, the UNDERSIGNED, for himself/herself, and for his or her personal representatives, heirs, and next of kin acknowledges and agrees to the following terms and conditions:

1. **The UNDERSIGNED acknowledges and understands that participation in the Sturgis Music on Main Mountain Bike Series Race brings inherent and significant risks, hazards, and dangers that cannot be eliminated or reduced. These risks, hazards, and dangers include injury, bodily harm and death to the UNDERSIGNED.**
2. The UNDERSIGNED does hereby waive, release and forever discharge City of Sturgis from any claim whatsoever which arises or may hereafter arise out of or result directly or indirectly from any first aid, emergency treatment, medical or other service rendered or not rendered to the UNDERSIGNED in connection with the his/her participation in the Sturgis Music on Main Mountain Bike Series Race.
3. **The UNDERSIGNED acknowledges that he/she will wear all necessary safety equipment and that all equipment (including the bicycle) shall be in good repair.** The City of Sturgis takes no responsibility nor represents the knowledge, skills and abilities of the UNDERSIGNED to properly and safely ride this mountain bike course and participate in this race.
4. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS, not to sue the City of Sturgis, its employees, or any participants, any sanctioning organization or association or subdivision thereof, the Sturgis Downtown Foundation, the Bureau of Land Management, the USFS, or any promoters, sponsors, advertisers, owners, or lessees of premises used to participate in the Sturgis Music on Main Mountain Bike Series Race, or course preparers, surveyors, underwriters, consultants, or any others who give recommendations, directions, instructions or engage in risk evaluation or loss control activities regarding the premises of the Sturgis Music on Main Mountain Bike Series Race, or to any directors, officers, agents or employees of the foregoing, all of whom for the purposes of this WAIVER AND RELEASE are herein referred to as "RELEASEES," and to release FROM ALL LIABILITY, TO THE UNDERSIGNED, his or her personal representatives, assignees, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, OR ANY CLAIM OR DEMAND WHICH COULD BE MADE FOR DAMAGES RELATED TO OR ARISING FROM ANY INJURY TO THE PERSON OR PROPERTY OF THE UNDERSIGNED OR RESULTING IN DEATH OF THE UNDERSIGNED, OF ANY KIND OR NATURE WHATSOEVER, arising out of or related to the Sturgis Music on Main Mountain Bike Series Race, whether caused by the negligence of Releasees or from any other cause.
5. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR IN THE FUTURE arising out of or related to the Sturgis Music on Main Mountain Bike Series Race, whether caused by the negligence of Releasees or from any other cause.
6. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to the Sturgis Music on Main Mountain Bike Series Race, whether caused by the negligence of Releasees or from any other cause.

I HAVE READ THIS WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTANDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I UNDERSTAND THAT I HAVE THE RIGHT TO DISCUSS THIS RELEASE WITH AN ATTORNEY AND I HAVE CHOSEN NOT TO DO SO. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, INDUCEMENTS OR CONDITIONS NOT STATED IN THE FOREGOING AGREEMENT ARE RELIED UPON BY ME IN SIGNING THIS WAIVER AND RELEASE AGREEMENT.

I re-affirm that I have read and understand this waiver, release and indemnity agreement and that by signing below, I intend my signature to operate as a complete and unconditional release of any and all liability or any obligation for payment for damages, against release that might be otherwise allowed by law.

Signature: [\[Electronically submitted through the registration process on www.sturgissuperstore.com\]](http://www.sturgissuperstore.com)

Participant's Signature - Parent/Guardian if Participant is under the age of 18.

I am signing this release and waiver on behalf of my minor child who is participating in the Sturgis Music on Main Mountain Bike Series Race. Further, I acknowledge that I will ensure that proper equipment and safety protection is used at all times during this event.

Signature: [\[Electronically submitted through the registration process on www.sturgissuperstore.com\]](http://www.sturgissuperstore.com)

Signature of Parent / Guardian