

ACCIDENT WAIVER & LIABILITY RELEASE FORM

This Accident Waiver and Release of Liability Form ("Release") between the undersigned participant and WHATCOM MOUNTAIN BIKE COALITION ("WMBC") in relationship to any and all events sponsored, led, or organized by, or in any way involving the WMBC, including, but not limited to any trail days ("Event").

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THE EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the WMBC or other persons being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault, and for any acts of any other participant in the Event.

I HEREBY FURTHER UNDERSTAND AND ASSUME ALL RISKS ASSOCIATED WITH MY POTENTIAL CONTRACTION OF THE CORONAVIRUS DISEASE/COVID-19 WHILE PARTICIPATING IN ANY EVENT. I agree to review and comply with any and all COVID-19 protocols and procedures adopted by WMBC to participate in any Event. I acknowledge and understand that these protocols are not a guaranty that I will not contract the Coronavirus Disease/COVID-19 while participating in the Event, and that WMBC cannot guaranty that all other participants will follow WMBC's protocols.

I acknowledge that this Accident Waiver and Release of Liability Form will be used and relied upon by the Event holders, sponsors, and organizers, including WMBC, of the activity or Event in which I may participate, and that it will govern my actions and responsibilities at the 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: 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 WMBC, and/or its directors, officers, employees, volunteers, representatives, and agents, the activity or Event holders, sponsors, Event volunteers, GALBRAITH TREE FARM, LLC, the CITY OF BELLINGHAM, WHATCOM COUNTY, THE DEPARTMENT OF NATURAL RESOURCES,, USFS, LARRABEE STATE PARK, POLYGON FINANCIAL O5, LLC, 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;

(B) I WILL INDEMNIFY, HOLD HARMLESS, DEFEND, AND PROMISE NOT TO SUE WMBC, and/or its directors, officers, employees, volunteers, representatives, and agents, the Event holders, Event sponsors, GALBRAITH TREE FARM, LLC, the CITY OF BELLINGHAM, WHATCOM COUNTY, THE DEPARTMENT OF NATURAL

RESOURCES, LARRABEE STATE PARK, USFS, POLYGON FINANCIAL 05, LLC, Event volunteers from any and all actions, suits, liabilities, damages, injuries or claims arising out of the Event and/or my participation in this Event, whether caused by the negligence of release or otherwise.

I acknowledge that this 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, and/or producers of the Event. These risks are not only inherent to participants, but are also present for volunteers.

(C) I hereby authorize WMBC to use my name, and images of me or my likeness, including, but not limited to films, videos, photographs and otherwise on any medium, including, but not limited to, Facebook, websites, blogs, brochures, newsletters, that were taken or prepared during the Event.

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

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.