

Please read, agree and sign in the box below:

Tahoe Donner Association MTB Club Member and Volunteer Release and Waiver of Liability Agreement

This Club Volunteer Release and Waiver of Liability Agreement (“**Agreement**”) is effective as of _____, 20__ and pertains to membership in the Tahoe Donner MTB Club (“**Club**”) and participation in Club events and activities including but not limited to trail

rides, and other activities connected with the Tahoe Donner MTB Club (collectively, the “**Volunteer Services and Club Activities**”) to be performed by the undersigned member (“**Member**”) at the Tahoe Donner Association (“**Association**”) or any other location where the Club’s events and/or activities take place. Club events are to be held at various dates and times during each year (“**Event**”). By signing this Agreement, Member understands, acknowledges, and agrees to all of the following statements:

1. I will be a Club Member and additionally serve as a volunteer of the Club. I wish to participate and provide volunteer services to the Club and Association, and I understand that my relationship with the Club and Association is limited to a purely voluntary club membership and volunteer position and that I am not entitled to any wages or other compensation in return for providing the volunteer services.
2. I am not entitled to receive unemployment insurance benefits, disability insurance benefits, pension benefits, health insurance benefits, or any other employment-related benefit on account of my volunteer service for the Club and Association, and I understand that the Club and Association is entitled, in its sole discretion, to terminate my services and/or this Agreement at any time, with or without notice, and with or without cause.
3. I understand that the Volunteer Services and the Club Activities may include activities involving inherent and other risks, known and unknown, to my personal safety and property which could result in my **injury, death or other damage**, and I hereby certify (i) that I am qualified, in good health, and in proper physical condition to perform the Volunteer Services and to participate in the Club Activities; (ii) that I have no medical conditions or allergies that affect my ability to perform the Volunteer Services or to participate in the Club Activities; and (iii) that I will not be under the influence of alcohol or any illicit or prescription drugs during the Club Activities which would in any way impair my ability to safely perform the Volunteer Services or to participate in the Club Activities.

4. I am responsible for my own insurance coverage in the event that I suffer any personal injury, illness relating, and property loss either directly or indirectly, to my participation in the Club Activities, and I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, or illness during the Club Activities.
5. I expressly assume financial and/or legal liability for all risks of injury to myself and to persons who accompany me on Club Activities, including family members, guests, friends and acquaintances, and all other persons who accompany me in my registered vehicle and/or my participation in Club Activities. I agree to INDEMNIFY, DISCHARGE, RELEASE AND HOLDHARMLESS the Association, its directors, officers, members, employees, agents, assigns and heirs from any and all losses, costs, damages, expenses and attorney's fees arising out of my participation in Club Activities, or those arising from any persons who accompany me in my vehicle and in related Club activities.
6. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury and/or property loss while providing the Volunteer Services, while performing any activities related to the Club Activities, or while participating in the Club Activities, and I RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Association, its owners, directors, officers, agents, employees, and any owners of the Association property upon which the Club Activities takes place (collectively, the "Releasees") from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused, in whole or in part, by the negligence or omission of the Releasees or otherwise, including negligent rescue operation; and I further agree that if, despite this Agreement, I, or anyone on my behalf, make a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorneys' fees and costs, losses, liability, damages, or other costs which any of the Releasees may incur as a result of such a claim.

[IF THE VOLUNTEER CLUB MEMBER IS A MINOR] I,

_____ [Print Full Name], am the parent and/or legal guardian of Club Volunteer Member and in signing below agree to the terms of this Agreement on behalf of the Club Volunteer Member and the parents and/or legal guardians of the Club Volunteer Member.

I HAVE READ THIS DOCUMENT AND I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE OF ALL CLAIMS ARISING FROM MY PARTICIPATION IN THE CLUB ACTIVITIES.