

# NITTANY MOUNTAIN BIKING ASSOCIATION

## MEMBERSHIP APPLICATION

(Please Print Clearly)

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

### RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT TO NITTANY MOUNTAIN BIKING ASSOCIATION

I, the above named individual being 18 years of age or older, in consideration of services which have been or will be performed by the Nittany Mountain Biking Association, for myself, my personal representatives, assigns, heirs and next of kin, **1. ACKNOWLEDGE**, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public/private roads and land during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. **2. FULLY UNDERSTAND** that (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"), (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at the time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation. **3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE NITTANY MOUNTAIN BIKING ASSOCIATION**, their representatives, administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DEMANDS ON MY ACCOUNT INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against NITTANY MOUNTAIN BIKING ASSOCIATION, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS NITTANY MOUNTAIN BIKING ASSOCIATION from any litigation expenses, attorney fees, loss, liability damage, or cost any which may incur as the result of any such claim. **4. AGREE TO OBEY ALL TRAFFIC LAWS & REGULATIONS**, performing safely while riding and **TO WEAR A HELMET WHILE RIDING.**

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS AGREEMENT AND RELEASE SHALL REMAIN IN FULL LEGAL FORCE AND EFFECT UNTIL SUCH TIME I NOTIFY IN WRITING NITTANY MOUNTAIN BIKING ASSOCIATION THAT THIS AGREEMENT IS VOIDED.**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Annual Membership Fees: \$10 per individual / \$15 per family. Mail with a check payable to Nittany Mountain Biking Association to: NMBA, PO Box 1215, State College, PA 16804-1215