

**Mickelson Trail Affiliates Ride Waiver**

All riders on any organized MTA ride must have a waiver on record with the Mickelson Trail Affiliates. Bike helmet use is required on all organized MTA rides.

IN CONSIDERATION of being permitted to participate in any way in Mickelson Trail Affiliates sponsored Bicycling Activities ("Activities") by my/our signatures below, on behalf of ourselves, our heirs, next of kin, successors in interest, assigns, personal representatives, and agents, we hereby:

ACKNOWLEDGE, agree, and represent that I/we understand the nature of Bicycling Activities and that I/we am/are qualified, in good health, and in proper physical condition to participate in such Activity. I/we further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I/we further agree and warrant that if at any time I/we believe conditions to be unsafe, I/we will immediately discontinue further participation in the Activity.

FULLY UNDERSTAND that: (a) bicycling activities involve risk and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by my/our own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "Releasees" named below; (c) there may be other risks and social and economic losses either not known to me/us or not readily foreseeable at this time, and I/we fully accept and assume all such risks and all responsibility for losses, costs, and damages I/we incur as a result of my/our participation in the Activity

HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, and AGREE TO Indemnify AND SAVE AND HOLD HARMLESS the Mickelson Trail Affiliates, their respective administrators, directors, agents, and employees, other participants, any sponsors, advertisers, and, if applicable, owners or leasers of premises on which the Activity takes place (each considered one of the "Releasees" herein) 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 of the "Releasees" or otherwise, including negligent rescue actions.

Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.

I/WE HAVE READ THIS AGREEMENT AND CONSENT TO MEDICAL TREATMENT, fully understand its terms, understand that I/we have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature. It is intended that it 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.

Participant's Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_  
Signature \_\_\_\_\_

I HAVE READ THIS RELEASE.

SIGNATURE BELOW IS REQUIRED IF PARTICIPANT IS A MINOR

Guardian's Name \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_ Zip \_\_\_\_\_  
Signature \_\_\_\_\_

I HAVE READ THIS RELEASE.

Mickelson Trail Affiliates  
2210 Jennings Ave.  
Hot Springs, SD 57747  
(605) 745-3463