TWISTED OAK BIKE PARK AND TRAILS

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I acknowledge that this bike park is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, man made structures, temperature, lack of hydration, weather, equipment, vehicular traffic, actions of other people, including, but not limited to, participants, volunteers, spectators, coaches and/or builders of the park. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering at this park. I realise that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because their possible liability without fault. I certify that I am physically fit, have sufficiently trained to participate and have not been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release Liability (AWRL) form will be used by the park owners and organisers, in which I may participate and that it will govern my actions and responsibilities at said park. In consideration of my application and permitting me to participate at this park, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability of death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me or my travelling to and from this park. THE FOLLOWING ENTITIES OR PERSONS: Twisted Oaks Bike Park and Trails, Land Owner James Perks, Byways Properties and Tru-Care Ltd, their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event volunteers; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and or illness at the park. I understand that at this park or related activities, I may be photographed. I agree to all my photo, film, video or film likeness to be used for legitimate purpose by the park owners, sponsors, organisers and/ or assigns. This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby certify that I have read this document; and, I understand its content. PARENT GUARDIAN WAIVER FOR MINORS (Under 18 years old): The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such a capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian. Riders must wear a helmet conforming to British Standards at all times when riding a bike anywhere on Twisted Oaks Bike Park and Trails premisses.

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