



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION, AND PARTICIPATION CONSENT AGREEMENT

As a condition of being permitted access to Invest Collegiate Imagine, Inc. and IC Imagine Holdings, LLC (collectively "IC Imagine") Kingfisher Trail ("Trail") during this entire season and each time I enter the Trail and any related facilities owned by IC Imagine, including but not limited to the parking areas, driveways, and general common areas, I agree to the following terms and conditions contained in this Release and Waiver of Liability, Assumption of Risk, Indemnification, and Participation Consent Agreement (the "Agreement"):

- Associated Risks.** I acknowledge, understand, and accept that the Trail and activities associated with it are of a physical nature, and that certain risks are inherent in participation. I agree and understand that mountain biking, hiking, and trail running are **HAZARDOUS ACTIVITIES**. I recognize that there are risks, including, but not limited to, rocks of various sizes, uneven and/or slippery trail conditions, weather conditions, varying slopes, variations in terrain, bumps, stumps, forest growth, loose gravel and dirt, wet surfaces, holes and potholes, downed timber, wild animals, debris, other bikes, man-made wooden boardwalks and similar features, jumps, vehicles, and paved surfaces. I recognize that serious injuries and death are a common and ordinary occurrence of the activity. I hereby agree to **ASSUME AND ACCEPT ANY AND ALL RISKS OF DAMAGE TO MY PROPERTY, INJURY, OR DEATH** while participating in these activities. Before using the Trail, I will inspect the course, and if I believe the Trail is unsafe, or beyond my abilities, I will not use it. I agree that if I observe any unusual significant hazard on the Trail, I will remove myself from the Trail and notify IC Imagine of said hazard immediately.
- Assumption of the Risk.** I understand that using the Trail is **VOLUNTARY** and freely assume all of the liability and responsibility for any risks associated with using it, and any harm, damage, injury, or loss that may occur to me or my property as a result of my using the Trail.
- Release of Liability.** I agree on behalf of myself, my personal representatives, successors, and heirs, to release and hold harmless IC Imagine, its directors, officers, assigns, members, managers, employees, affiliates, sponsors, agents, independent contractors, administrators, and volunteers (collectively, the "Releasees") from any and all claims, causes of action, injuries, damages, or losses of any kind whatsoever arising out of any damage, loss, personal injury, or death to me or my personal property while using the Trail. This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any of Releasees or from any other cause. This Waiver and Release of all liability includes, but is not limited to, injuries, illness, or accidents which may occur as a result of (a) participation, (b) any equipment which may malfunction or break, (c) improper maintenance of any equipment, (d) slipping and falling while at the facility, on the Trail, or the surrounding premises, or (e) the Associated Risks listed in Section 1 of this Agreement.
- Indemnification.** To the fullest extent permitted by law, I shall indemnify, hold harmless, and defend the Releasees from and against any and all loss, harm, and liability including, without limitation, all costs, damages, settlements, claims, suits, and expenses (including reasonable attorneys' fees) for liability for property damage or personal injury, including death, to myself and any other person resulting from or arising in connection with my use of the Trail.
- Statement of Fitness.** I represent and warrant that I am physically fit and have not been advised to not participate by a qualified medical professional, and if mountain biking, I have sufficient experience with mountain biking. I certify that there are no health-related reasons or problems that preclude my using the Trail. I further acknowledge that I am not under the influence of any substances, including alcohol, illicit drugs, or prescription drugs, which may affect or impair my motor skills, judgment, or general ability to think clearly.
- Helmets.** I understand that **HELMETS ARE REQUIRED** when riding, and I agree to wear a helmet at all times.
- Equipment.** I acknowledge that it is my responsibility to provide, utilize, and maintain my bike, helmet, equipment, and clothing necessary for my safe participation on the Trail.
- Consent to Treatment.** I consent to administration of first aid and other medical treatment in the



event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment. I further consent to emergency medical care and transportation in the event of injury to me as medical professionals may deem appropriate. I understand that IC Imagine will provide no medical insurance for such treatment and that I am liable for all costs associated with treatment and transportation.

9. **Participation Consent.** I understand and acknowledge that the annual membership fee is non-refundable. I agree to exhibit appropriate behavior at all times and to follow any and all rules for IC Imagine and the Trail. This includes respect for all people, equipment, and facilities and cooperative, positive participation. IC Imagine may revoke anyone whose behavior endangers safety or negatively affects a race, person, facility, or property of any type or kind.
10. **Use of My Likeness.** I irrevocably grant IC Imagine the right to photograph and/or videotape me and to use my name, face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation. I acknowledge that IC Imagine will own such images and I waive any right to inspect or approve the use of the image by IC Imagine prior to its use. I understand and agree that I shall receive no compensation for the use of my image. I forever release and hold IC Imagine harmless from any and all liability arising out of the use of the images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the images, including without limitation, claims for invasion of privacy rights or publicity. This authorization extends to all languages, media, formats, and markets now known or hereafter devised. This authorization shall continue indefinitely unless I otherwise revoke said authorization in writing.
11. **Severability.** If any provision of this Agreement is held to be invalid, void, or unenforceable, the balance of its provisions will nevertheless remain in full force and effect and will in no way be affected, impaired, or invalidated.
12. **Choice of Law & Attorneys' Fees.** I agree that this Agreement will be governed by the Laws of the State of North Carolina and that any dispute arising from this Agreement will be adjudicated by the State of North Carolina, and I hereby agree to submit to the exclusive jurisdiction of the Courts of Buncombe County, North Carolina for this purpose. If any action or legal proceeding is brought to enforce or interpret the validity of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

THIS AGREEMENT CONTAINS A RELEASE. READ BEFORE SIGNING.

Acknowledgement. I acknowledge and agree that I have read this Agreement or had it read to me/us prior to affixing my/our signature hereto, fully understand its terms, understand that I have given up substantial rights by signing it, have signed it freely and without any inducement or assurance of any nature, intend it to be a complete and unconditional release of all liability to the greatest extent allowed, and agree that if any portion of this Agreement is held to be invalid the balance notwithstanding shall continue in full force and effect. I also acknowledge that as of the date of signing I am 18 years of age or older.

Participant Name (print)

Participant Signature

Date



IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE. I, parent/guardian of the above-named participant, sign this Agreement on behalf of a minor less than 18 years of age. I represent and warrant that I am the parent/guardian of the minor named above, have the legal capacity and authority to act for, or on behalf of, the minor, and hereby give my approval for this child's use of the Trail. I am solely responsible for determining if my child is physically fit and/or able to use the Trail with or without my supervision. I have read the above, been given the opportunity to ask questions, considered its effects, understand its content, and agree on behalf of myself and my child/ward, to the terms as stated above. I consent to this liability waiver as a condition of my child's use of the Trail, and agree to all the terms as stated above, and sign on my own free act and deed.

Parent/Guardian Name (print)

Parent/Guardian Signature

Date

Minor/Participant Name (print)

Minor/Participant Age

Address _____

Phone _____

Email _____

Emergency Contact Name _____

Emergency Contact Phone _____