

**2022 Whiskey Off-Road
Accident Waiver and Release of Liability**

I acknowledge that this athletic event, the Whiskey Off-Road, 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, darkness, facilities, altitude, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including but not limited to, participants, volunteers, spectators, coaches, sponsors, landowners and agencies, event officials, event monitors and/or producers of the event, and lack of hydration. These risks are not only inherent to athletes but are also present for volunteers. I hereby agree to assume all of the risks of participating and/or volunteering in the Whiskey Off-Road. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective property owned, maintained, or controlled by them, or because of their liability without fault.

I certify that I am physically fit, have trained sufficiently for participating in this event and have not been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event holders, sponsors and organizers of the event in which I may participate and that it will govern my actions and responsibilities at said event.

In consideration of my application and permitting me to participate in the Whiskey Off-Road, 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 for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including attorney's fees, litigation costs, and my traveling to and from the Whiskey Off-Road, THE FOLLOWING ENTITIES OR PERSONS: Mountain Bike America, LLC. dba Epic Rides; their directors, officers, employees, volunteers, representatives and agents; the event holders, event directors, event sponsors, event staff, vendors, event volunteers and property owners; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in the Whiskey Off-Road, whether caused by the negligence of releasees or otherwise; (C) Without limitation, the foregoing release and indemnity extends to the owners of all private property traversed during the event, and all of its members, managers, agents, representatives, officers, and employees, and I further acknowledge that I have no interest or right in or to the private property traversed or any path, trail, roadway or other parts thereof.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this event.

I understand that at this event or related activities, I may be photographed or recorded on video. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, organizers and/or assigns.

This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum permissible under applicable law.

I further agree to abide by all the rules and regulations as set forth by Epic Rides and the director of this event.

I hereby grant full permission to Mountain Bike America, LLC. dba Epic Rides (in accordance with HIPAA standards) to access any medical information recorded regarding my condition during the OZ Trails Off-Road mountain bike event.

The Whiskey Off-Road 15 Proof is finished at 6:00 p.m. on Friday, April 29, 2022; all course support will be closed at 6:00 p.m. The Whiskey Off-Road 30 and 50 Proofs are finished at 4:00 p.m. on Saturday, April 30, 2022; all course support will be closed at 4:00 p.m. In acknowledging this waiver I agree to be totally responsible for my own safety and support after 6:00 p.m. on April 29 or 4:00 p.m. on April 30, 2022, accordingly.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

Participant's Signature

Parent's or Guardian's signature (if under 18 yrs.)

Date

**2022 Whiskey Off-Road
 COVID-19
 Accident Waiver and Release of Liability**

Participant's Information

First Name _____ Last Name _____
 E-Mail _____ Occupation _____
 Street Address _____ City _____ State _____ Zip _____
 Phone (_____) _____ - _____ DOB ___/___/____ Gender: M F

Emergency Contact's Information

Full Name _____ Phone (_____) _____ - _____

DUTY TO SELF-MONITOR: Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 and, contact Epic Rides at info@epicrides.com if they experience symptoms of COVID-19 within 14 days after participating or volunteering.

LIABILITY WAIVER AND RELEASE OF CLAIMS: I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation and/or voluntarism, and I willingly engage in the Whiskey Off-Road.

Participation and/or voluntarism in the Whiskey Off-Road includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While Center for Disease Controls guidance for the prevention of the spread of COVID-19 and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Mountain Bike America, LLC. dba Epic Rides; their directors, officers, employees, volunteers, representatives and agents; the event holders, event directors, event sponsors, event staff, vendors, event volunteers and property owners (“releasees”), with respect to any and all illness, disability, death, or loss or damage to person or property, whether arising from the negligence of releasees or otherwise, to the fullest extent permitted by law.

_____ I acknowledge the contagious nature of COVID-19 and voluntarily assume all risks that I may be exposed to or infected by COVID-19 as a result of participation in this event.

Please initial

_____ I agree not to attend if I have had a known exposure to COVID-19 or exhibit a fever, cough, shortness of breath, or other symptoms of COVID-19. I further understand that I may be asked to submit to a non-contact temperature check at the event.

Please initial

_____ I agree to wear a mask or face covering, if required at the time of the event by CDC Guidelines (in accordance with ADA standards), and adhere to social distancing measures of the event.

Please initial

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____ Participant's Signature _____ Parent's or Guardian's signature (if under 18 yrs.) _____ Date