

# 2024 Whiskey Off-Road Professional Race Accident Waiver and Release of Liability

First Name \_\_\_\_\_ Last Name \_\_\_\_\_  
Email Address \_\_\_\_\_ Occupation \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State/Province \_\_\_\_\_  
Zip/Postal Code \_\_\_\_\_ Country (if not USA) \_\_\_\_\_  
Phone +\_\_ (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender: M F NB  
Category: Men's Fat Tire Crit & Backcountry Race Women's Fat Tire Crit & Backcountry RaceProof  
Emergency Contact's Full Name \_\_\_\_\_ Phone +\_\_ (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

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 Whiskey Off-Road mountain bike event.

Course support for the Whiskey Off-Road fat tire crit concludes at 7:15 p.m. on Friday, April 26, 2024. Course support for the Whiskey Off-Road Pro backcountry event concludes at 2:00 p.m. on Sunday, April 28, 2024. In acknowledging this waiver you agree to be totally responsible for your own safety and support after 7:15 p.m. on April 26 or 2:00 p.m. on April 28, 2024, accordingly.

**I hereby certify that I have read this document and understand its content.**

**Note: If 17 or under, signature of parent or guardian is required below**

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to act and release said parties on behalf of the minor and the parents or legal guardian.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERM, 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

Mail to: Epic Rides 534 N. Stone Ave. Tucson, AZ 85705

Scanned waivers WILL NOT be accepted.