

To: Dallas Off-Road Bicycle Association  
(hereinafter collectively referred to as "DORBA"):

**DEFINITIONS** The term "mountain biking" shall include all activities, services and use of facilities either provided by or arranged by DORBA, or any of the trails that DORBA chooses to hold an activity, including the one for which I am participating today, or in any way related to the riding of bicycles and any other vehicles (whether propelled by the rider thereof, self-propelled, or otherwise) including, but not limited to: orientation and instructional session, transportation, accommodation and recreational activities in addition to bicycling, loading, unloading and travel in or movement around the recreation area; and all other activities in the recreation area. Assumption of Risks, Terrain, Wilderness Travel, Weather, Etc. I am aware that mountain biking (including participating in races sponsored and/or hosted by DORBA) involves risks, dangers and hazards in addition to those normally associated with bicycle riding. I acknowledge and accept that DORBA, their duly elected Board and their volunteers may fail to predict whether the terrain is safe for mountain biking. The terrain used for mountain biking is uncontrolled, may be unmarked, may not be inspected, and involves many risks, dangers and hazards. These may include, but are not limited to: ice and snow; trees, tree wells and tree stumps; creeks and running water; rocks; boulders; forest deadfall; holes and depressions; cliffs; variable conditions; crevasses; road banks, fences, and other man-made structures; impact or collision with other riders; the failure to bicycle safely or within one's own ability or within designated areas; negligence of other cyclists; and negligence on the part of DORBA, their duly elected Board and their volunteers, including the failure of DORBA, their duly elected Board and their volunteers to safeguard or protect me from the risks, dangers and hazards of mountain biking. Communication in the terrain where mountain biking takes place is difficult, and in the event of an accident, rescue and medical treatment may not be available. I am aware of the above listed risks, dangers and hazards associated with mountain biking and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom. I am aware, agree, and represent that I understand the nature of this activity, and that I am qualified, in good health, and in proper physical condition to participate in such an activity. I further agree and warrant that if at any time I believe conditions to be unsafe, or question my physical condition during the activity, I will immediately discontinue further participation in the activity.

**Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of DORBA allowing me to participate in mountain biking, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- To waive any and all claims that I have or may have in the future against DORBA and their directors, officers, employees, volunteers, guides, agents, independent contractors, representatives, insurers, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees") and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer as a result of my participation in mountain biking, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE (whether in whole or in part), BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING REFERRED TO ABOVE;
- To hold harmless and indemnify the Releasees from any and all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including reasonable attorneys' fees and other professional fees that may be imposed upon, incurred by or asserted against any of Releasees that arise out of or in connection with my participation in mountain biking, including but not limited to property damage or personal injury to any third party;
- That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Texas without regard to the conflicts of law principles thereof; and
- Any litigation involving the parties to this Agreement shall be brought solely within the State of Texas and shall be within the exclusive jurisdiction of the Courts of the State of Texas. In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of mountain biking, other than what is set forth in this Agreement.

**MOUNTAIN BIKING ACTIVITIES WAIVER**

Dallas Off-Road Bicycle Association (DORBA)  
PMB 619  
6333 E. Mockingbird Lane, Suite 147  
Dallas, Texas 75214-2692



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Name	Date of Birth
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Address	State & ZIP
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Emergency Contact (primary)	Phone
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Emergency Contact (secondary)	Phone
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I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

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Signature	Date
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If the Participant is below age 18: The undersigned hereby acknowledges that he or she is the legal guardian of the Participant whose name appears herein, that the undersigned has read the foregoing agreement, and that by signing this Agreement on behalf of the Participant named below and himself or herself, the Participant named below and the undersigned agree to be bound by all of its terms.

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Print Participant Name
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Notary, Parent, or Legal Gardian's Signature
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