

**TWO TOP BIKE FOR VETS EVENT  
RELEASE & ASSUMPTION OF RISK AGREEMENT  
NOTICE OF RISK**

I, the undersigned, do hereby understand, acknowledge and agree that the sport of cycling can be dangerous with inherent risks that could lead to permanent catastrophic injury or death. These risks include, but are not limited to, the variations in terrain, weather conditions, man-made terrain features, rocks, trees and other forms of forest growth and debris (above and below the surface), utility lines and poles, fencing, equipment and component parts, as well as collisions with equipment, vehicles, obstacles or other riders and varying trail conditions due to weather changes and biker use. Additional risks include, but are not limited to, traveling at high rates of speed, maneuvering around terrain, negotiating around and/or over terrain features, or rails, jumping or other aerial maneuvers, collisions with other participants, officials, spectators, features, barriers, tools or other race or event related equipment.

**ASSUMPTION OF RISK**

Understanding, acknowledging and agreeing to all the risks involved, I am voluntarily participating in the aforementioned event, and I agree to assume for myself all the risks involved.

**RELEASE FROM LIABILITY**

In consideration of being allowed to participate in the Two Top Bike for Vets Event, I HEREBY AGREE NOT TO SUE AND TO RELEASE TWO TOP MOUNTAIN ADAPTIVE SPORTS FOUNDATION, INC. AND THE STATE OF MARYLAND, DEPARTMENT OF NATURAL RESOURCES (DNR), AS WELL AS THEIR AGENTS, EMPLOYEES, AND SPONSORS, FROM ANY AND ALL LIABILITY, RELATED TO MY PAST, PRESENT OR FUTURE PARTICIPATION OR USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE, GROSS NEGLIGENCE OR IMPROPER CONDUCT ON THE PART OF THE FACILITY, PARK, OR BIKE AREA. I FURTHER AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE SAME, FROM ANY CLAIM RELATED TO MY PARTICIPATION IN THIS EVENT OR THE USE OF THE FACILITY, PARK OR BIKE AREA REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE SAME.

As a participant, I understand and agree that this agreement constitutes a contract and may negate my ability to bring suit or recover damages related to any claim that I may have. I understand and agree that this agreement is binding not only to myself, but also my heirs, executors, administrators and assigns, and I herewith again reaffirm my free and willful intent to execute it.

I further agree that in consideration of being allowed to participate, I am granting Two Top Mountain Adaptive Sports Foundation permission to use my photograph, videotape, motion picture or any other record of my use of its facilities for legitimate purposes.

I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas of Franklin County, Pennsylvania, or in the United States District Court for the Middle District of Pennsylvania, wherever jurisdiction is appropriate. This agreement is governed by the substantive laws of the Commonwealth of Pennsylvania. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_