



# Accident Waiver and Release of Liability

## The 2008 24 Hours of Killington Mountain Bike Team Relay

July 26th & 27th, 2008



This form must be read carefully, filled out completely, and signed by the participant. Email address is required for Team Captain.

Late Registration and Race Packet Pickup: Friday 2 p.m.-10 p.m. There is a \$20 Late Change fee for on-site changes.  
**ABSOLUTELY NO CHANGES AFTER FRIDAY, JULY 25TH.**

TEAM \_\_\_\_\_ Team Class \_\_\_\_\_

FIRST NAME \_\_\_\_\_ MI \_\_\_\_\_ LAST NAME \_\_\_\_\_ SS # (Pros + Solo) \_\_\_\_\_

Circle the class you most recently raced in [ Pro Expert Sport Veteran Masters Junior Clydesdale ]

STREET \_\_\_\_\_ Sex M or F \_\_\_\_\_ AGE \_\_\_\_\_ DOB \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ e-mail \_\_\_\_\_

PHONE (day) \_\_\_\_\_ (eve) \_\_\_\_\_ T-Shirt Size \_\_\_\_\_

EMERGENCY CONTACT NAME: \_\_\_\_\_ PH# \_\_\_\_\_

I acknowledge that this athletic event, The 24 Hours of Killington, 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, temperature, weather, condition of athletes, equipment, vehicular traffic, lack of hydration, and actions of other people including but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors and/or producers of the event. These risks are not only inherent to athletics, but are also present for volunteers. I hereby agree to assume all of the risks of participating and/or volunteering in The 24 Hours of Killington. 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 form will be used by the event holders, sponsors and organizers, and that it will govern my actions and responsibilities at said event.

In consideration of my application and permitting me to participate in The 24 Hours of Killington, 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 24 Hours of Killington, THE FOLLOWING ENTITIES OR PERSONS: Granny Gear Productions, Inc., The American Lung Association, LLC, Killington/Pico Ski Resort Partners, LLC, Powder Corp., and any involved municipalities, their directors, officers, employees, volunteers, representatives and agents, the event holders, event directors, event sponsors, vendors, event volunteers, 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 24 Hours of Killington, whether caused by the negligence of releasees or otherwise.

I agree that all disputes arising under this contract and/or from my use of the facilities at this event shall be litigated exclusively in the Circuit Court of Tucker County, West Virginia or in the US District Court for the Northern District of West Virginia.

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. 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 the director of this event.

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

Entrant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**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, 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 so act and release said parties on behalf of the minor and the parents or legal guardian.

Parent's or Guardian's Signature \_\_\_\_\_ Date \_\_\_\_\_

Questions? Call Granny at (304)259-5533. Fax waivers to (304)259-5596 before July 23rd, or mail them before July 15th to: Granny Gear Productions, P.O. Box 189 (US Mail) or 24 Fourth St. (UPS/FedEx), Davis, WV 26260