MORCA a Chapter of IMBA Waiver

IN CONSIDERATION of being permitted to participate in any way in MORCA ("Club") sponsored Mountain Biking and Trail Work Activities ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

NOTICE: COVID-19 and other transmissible viruses
MORCA is doing everything it can to protect the public, volunteers, participants and vendors. To this extent I agree to follow Center for Disease Control (CDC) and local health district guidelines and procedures for social distancing to reduce the spread of Novel Coronavirus, or COVID-19.
I agree to maintain six (6) feet distance between myself, fellow volunteers and patrons of the organization as much as possible.
I agree to utilize surgical masks or improvised masks such as scarves, bandanas and handkerchiefs to reduce the risk of exposure to myself and others.
I understand there is no direct medical health coverage afforded to me during my relationship with MORCA. MORCA is not responsible for any potential exposure to Novel Coronavirus or COVID-19.
I agree to not participate in the Activity if I am aware of any symptoms of non-allergy illness such as fever, coughing, fatigue or shortness of breath or other known COVID-19 symptoms; or if knowingly have tested positive for Covid-19 or have been directly exposed to anyone with Covid-19 within the past 14 days.

1. ACKNOWLEDGE, agree, and represent that I understand the nature of mountain biking and trail work activities and that I am qualified, in good health, and in proper physical and mental condition to participate in such Activity. I further acknowledge that the Activity may be conducted over public roads, trails, and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I understand that some trails are remote and may include hazards related to nature and wilderness environments, and may be badly designed, unmaintained, and/or be hazardous for mountain biking without warning. I understand the
Activity may involve carpool travel in private vehicles which involves hazards related to traffic and driver error. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that
(a) MOUNTAIN BIKING AND TRAIL WORK ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks");
(b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;
(c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I understand that I alone am responsible for my safety, and that the actions or instructions of others may put me at
risk if I follow them without thinking for myself. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation (or that of the minor) in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE MORCA, MORCA affiliate Clubs, the LAB, their respective administrators, directors, agents officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNINTY AGREEMENT I, or anyone on my
behalf, makes a claim against any of the Releasees, I WILL INDEMNIFIY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from litigation, litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.
Note this document consists of two pages

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I ALSO GIVE PERMISSION for the free use of my name, voice or picture in any broadcast, telecast, photograph, advertising promotion or other account of this event.

Date: _____

Parent's Name:	Parent's Signature	Note/email

Minor's Name:	Minor's Signature	Note/email