

## Mountain Biking Permission and Release of Liability Agreement

Name of Student: \_\_\_\_\_ Date of Birth:     /     /

Participation in athletics and activities that have inherent risk is an important part of the educational experience offered by Crossroads Academy (the “Academy”). The parents/guardians of the above-named student (the “Student”) and the Student (collectively referred to herein as “I”) have voluntarily enrolled the Student in the Academy and understand that the Student’s participation in Mountain Biking (as defined below) is completely voluntary. The Student will not be permitted to participate unless this Agreement is signed, where indicated, by the parents and/or legal guardians of the Student.

I understand that I am required to sign this Mountain Biking Permission and Release of Liability Agreement (the “Agreement”) in order to indicate that I give my permission for the Student to engage in Mountain Biking, and that I understand the risks associated with the voluntary participation in Mountain Biking, as described in more detail below.

In consideration of the Student being permitted to participate in Mountain Biking, and other valuable consideration, the receipt and sufficiency of which I acknowledge, intending to be legally bound, I KNOWINGLY AND VOLUNTARILY EXECUTE THIS AGREEMENT on behalf of myself and the Student.

### **Description of Mountain Biking and Permission to Participate**

As either a custodial parent/guardian of the Student, I give the Student full permission to participate in the following activity and related activities (collectively, “Mountain Biking”), as set forth below:

The Crossroads Mountain Biking Club offers an exciting after-school program specifically designed for 2nd-6th graders who are eager to ride the trails, learn new skills, and build confidence. Students participating in the club ride either on the academy’s Hoopes Loop or the Pondside Trails, located adjacent to the Academy’s property. Pondside Trails are not owned, maintained, or operated by the Academy, and the Academy makes no representation of the quality or fitness of the Pondside Trails at any given time.

The club meets on Thursdays, September 11 through October 23, from 3:00 to 5:00 PM. Riders are grouped according to their skill levels and abilities to ensure everyone is challenged appropriately and can learn at their own pace.

This program emphasizes fun, teamwork, and personal growth, without the pressure of competition. Whether your child is new to mountain biking or looking to enhance their skills, the Crossroads Mountain Biking Club offers a supportive environment where every rider can thrive.

Students are required to bring their own equipment, such as bikes, helmets, mouthguards, other protective gear, and appropriate clothing (the “Equipment”). Students are further required to keep their Equipment in good repair and ensure that it is in proper condition prior to and during each outing. Students are further responsible for their own wheels, and are responsible for ensuring proper tire pressure and management of any flat tires.

By signing this Agreement, I acknowledge that I have had the opportunity to ask questions and obtain whatever information I require to fully inform myself about Mountain Biking, including the risks that the Student may be exposed to when participating in Mountain Biking. I understand that Academy faculty and staff will chaperone mountain bikers, however, the Student may be unsupervised at times.

I acknowledge that the responsibility for determining the Student’s suitability to participate in Mountain Biking is not the Academy’s, but rather the Student’s, guided by the Student’s family and the Student’s physician or other

medical professional. I acknowledge that I have considered and disclosed to the Academy all physical or mental health conditions, and any risks associated with any such conditions, that could potentially affect the Student's ability to safely participate in Mountain Biking. My permission for the Student to continue participating in Mountain Biking is therefore based upon my belief that the Student does not have a physical or mental health condition that could affect the Student's ability to safely participate in Mountain Biking. If any such concerns arise, I will bring them and any risks associated with them to the attention of the Academy prior to the Student participating in Mountain Biking.

I understand that the Student is expected to fully comply with all applicable laws, rules, and regulations, including, but not limited to, school rules and policies as stated in the Parent and Student Handbook, while participating in the Mountain Biking. I also understand that the Student's conduct may serve as the basis for disciplinary action or dismissal from the Academy.

### **Medical Treatment Authorization**

In case of any emergency requiring medical treatment of the Student, and recognizing that it may be difficult to reach the parents of the Student, I hereby authorize the Academy and its agents and designated healthcare providers to permit commencement of medical treatment or hospital care (including necessary transportation) when, in the judgment of the medical personnel involved, such treatment is medically necessary, even if the Student's parents have not yet been consulted. In authorizing such emergency treatment, I agree to accept the determination of the treating medical personnel that the treatment or care rendered was medically necessary to protect the life, health, or mental well-being of the Student. I agree to bear all costs incurred as a result of such emergency treatment.

### **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**

I fully understand, accept, and appreciate that the Student's participation in Mountain Biking may result in serious bodily injury, including, but not limited to, permanent disability, concussions, brain trauma, neck and spinal injuries, paralysis, and death. In addition, I understand and acknowledge that the risks associated with participation in Mountain Biking include, but are not limited to, the following: risks and dangers associated with; exposure to the forces of nature; travel in mountainous terrain and possible accident or illness; physical or mechanical malfunction, or defects in design, manufacture, or assembly of equipment; interaction with animals; insect or arachnid borne diseases or infections; and acts of god or other conditions and circumstances that are outside the control of the Releasees (as defined below). I recognize that there are risks inherent in, and specific to, participation in Mountain Biking that cannot be eliminated without destroying the unique character of the activity. While particular rules, equipment, and personal behavior may reduce the likelihood of injury, the risks and dangers of bodily injury are inherent to Mountain Biking and cannot be eliminated completely. I UNDERSTAND THE RISKS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE STUDENT'S PARTICIPATION IN MOUNTAIN BIKING AND KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS AND HAZARDS AND ALL OTHER RISKS THAT MAY ARISE AS A RESULT OF THE STUDENT'S PARTICIPATION, AND FURTHER KNOWINGLY AND FREELY ASSUME ALL RISKS THAT MAY ARISE AS A RESULT OF THE ACTION, INACTION, OR NEGLIGENCE OF THE STUDENT, OTHER STUDENTS, OR ANY OTHER RELEASEES (AS DEFINED BELOW).

### **WAIVER AND RELEASE**

I agree, on my own behalf and that of the Student and our heirs, executors, administrators, personal representatives, and/or assigns ("Releasors"), to forever release, acquit, discharge, and covenant to hold harmless the Academy, its trustees, officers, directors, employees, volunteers, representatives, and agents ("Releasees") from any and all claims, suits, liabilities, and actions, including, but not limited to, claims of negligence (but not willful conduct or gross negligence) on the part of Releasees (the "Claims"), which Releasors may have, now or in the future, which arise directly or indirectly out of the Student's participation in Mountain Biking.

### **INDEMNIFICATION**

On behalf of ourselves and the Student, I agree to defend, indemnify (meaning to pay or reimburse on demand any amount incurred or required to be paid, including reasonable attorneys' fees and expenses) and hold the Releasees harmless from all Claims, brought by or on behalf of me, the Student, a family member, my estate, another student, or any other person arising from or relating to the Student's participation in Mountain Biking, including claims that any Releasee was negligent.

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This Agreement shall be governed under New Hampshire Law without considering conflict of laws principles. The jurisdiction and venue for any disputes arising from this Agreement shall be exclusively in the courts of the state of New Hampshire. The only way to amend this Agreement is by a written document signed by the parties. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision hereof. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed subsequent to the invalid provision being expunged. **The provisions in this Agreement are not intended to, and do not, govern any claims that cannot be released by private agreement.**

I CERTIFY THAT I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, THAT I HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND OBTAIN WHATEVER INFORMATION I REQUIRE TO FULLY INFORM MYSELF ABOUT THE RISKS OF MOUNTAIN BIKING, AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Parent/Legal Guardian: \_\_\_\_\_

Print Full Name: \_\_\_\_\_ Date: \_\_\_\_\_