

CROCT VOLUNTEER WAIVER AND RELEASE AGREEMENT - NORTHFIELD 2016

This Document Affects Your Legal Rights. Read Carefully Before Signing.

I wish to volunteer with Cannon River Offroad Cycling and Trails ("CROCT ") to assist the City of Northfield (the "City") with bike trail development, construction, operation and maintenance services and activities in Sechler Park pursuant to that certain Service Agreement between the City and CROCT, dated August 26, 2016 and associated applicable rules (the "Program"). I state and affirm that:

1. My participation in the Program is voluntary and on CROCT's and the City's behalf. I agree to be subject to CROCT's and the City's direction and control. I have read the above-referenced Agreement and applicable guidelines and rules for my participation in the Program. I am a validly registered participant in the Program and volunteer with CROCT. I understand and acknowledge that I will be providing certain services to the City, but am a volunteer with CROCT as the service provider. I will abide by all rules and regulations imposed on the participants in the Program and acknowledge that failure to do so will result in my removal from the Program by CROCT.
2. I understand and acknowledge the Program I am about to voluntarily engage in as a volunteer has certain risks and hazards, including but not limited to, minor or serious personal injury, even death, as well as property loss as I will be involved in the physical activity of bike trail construction, operation and maintenance. I understand these risks, known or unknown, anticipated or unanticipated, may result in injury, death, illness, disease or damage to myself or my property, or to other persons and their property. I nevertheless freely and voluntarily assume the aforesaid risks and hazards and accordingly my participation in the Program shall be entirely at my own risk. I acknowledge that I am physically able to participate in the Program.
3. In the event that I am injured while participating in the Program, the CROCT or the City may, but is not required to, secure such medical advice and services for me as it, in its discretion, may deem necessary for my health and safety, and I shall be financially responsible for all such advice and services.
4. In consideration of being allowed to participate in this Program, I hereby personally assume all risks in connection with this Program and I hereby agree to hold the CROCT and the City, its officials, employees, agents and contractors harmless and I waive any right to make claims or bring lawsuits against the CROCT or the City or anyone working on behalf of the CROCT or City for any injuries or damages related to the alleged negligence of the CROCT or the City or for any expense or liability the CROCT or the City may incur as a result of my conduct, actions or omissions while performing any services or activities in the Program.
5. This waiver of liability does not waive liability for any injuries that I obtain as the result of the negligence or willful, wanton or intentional misconduct by the CROCT or the City or any person acting on behalf of the CROCT or the City.
6. I understand that entering into and signing this agreement affects my legal rights and results in my giving up or waiving certain legal rights, and I accept this and sign this agreement of my own free will.
7. The terms of this agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.
8. My signature indicates I have read this entire document, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and agree to be bound by its terms.

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Print Full Name

Street City State Zip Code

Signature and Date

Notice: If participant/volunteer is under 18 years old or has a legal guardian, this waiver and release must be co-signed by a parent or guardian.

I certify that I am the parent or legal guardian of the above individual and hereby consent to his or her participation in the Program. I have read and understand the above Waiver and Release Agreement and I agree to be bound by the terms stated therein.

Name of Parent/Guardian (Please Print)

Signature of Parent/Guardian Date