

**“TRAIN 2B STURDY” TRAINING PROGRAM  
LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**ASSUMPTION OF RISKS**

I am aware that mountain biking and associated training activities involve many risks, dangers and hazards and that injuries are a common and ordinary occurrence of the sport. These risks, dangers and hazards include but are not limited to: mechanical failure of the equipment; changing weather conditions; collision with natural or manmade objects including but not limited to exposed rock, earth, trees, stumps or branches on or adjacent to the mountain biking terrain; collision or encounters with other cyclists, vehicles; negligence of other cyclists or participants; and NEGLIGENCE ON THE PART OF STURDY BITCH RACING AND STURDY DIRTY INC. (COLLECTIVELY “SBR”), OR TRAINING PARTNERS (referenced at [www.sturdydirty.com/training](http://www.sturdydirty.com/training)), OR THEIR STAFF, INCLUDING THE FAILURE ON THE PART OF SBR OR TRAINING PARTNERS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING AND ASSOCIATED TRAINING ACTIVITIES. I am voluntarily participating in mountain biking and associated training activities. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death or property damage and loss resulting therefrom due to any cause whatsoever and without limitation.

In consideration of SBR allowing me to participate in the Train 2B Sturdy Training Program (the “Program”) and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against SBR and/or Training Partners, including their directors, officers, employees, agents, representatives, volunteers, and all others who are involved (all of whom are hereinafter collectively referred to as "THE RELEASEES") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my participation in the Program, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, on the part of the RELEASEES, and also including the failure on the part of the RELEASEES to safeguard or protect me from the risks, dangers and hazards of mountain biking and associated training activities, as referred to above.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Program;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity; and
4. This release and waiver is intended to be as broad as permitted by the laws of the State of Washington and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT, BY PARTICIPATING IN THE PROGRAM, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.