

**(Liability Waiver Form)**

**COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**DURANGO DEVO, INC.**

**(Read completely before accepting below)**

THIS RELEASE relates to any and all training, races, social events, use of DEVO equipment, trail work and other activities of the Durango Devo, Inc., ("DEVO") being held at various locations throughout Durango, the Four Corners and/or any other locations, including private lands (collectively the "EVENT"). I understand that in order to attend and participate in the EVENT, I (or my child) will be required to provide its own transportation, food, lodging and supervision at such Event.

THE UNDERSIGNED expressly agree to the fact that mountain and road biking in its various forms is an inherently hazardous sport that has many dangers and risks, and that injuries are a common and ordinary occurrence of this sport. THE UNDERSIGNED acknowledges that BIKE COMPETITION AND TRAINING and related activities are ESPECIALLY HAZARDOUS activities and GREATLY INCREASE THE RISKS of biking in its various forms and that THE UNDERSIGNED has made a voluntary choice to participate in those activities myself or allow my child(ren) to do so despite the risks they present. THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the EVENT and that falls, INJURIES AND/OR DEATH may result from engaging in the EVENT.

THE UNDERSIGNED agree and understand that there are inherent and other risks associated with participating in the EVENT, and that it is impossible to delineate each and every risk. INHERENT RISKS include but are not limited to, uneven and irregular surface conditions, high elevation, slick or uneven surfaces, marked and unmarked obstacles, rugged mountainous terrain, varying weather and visibility conditions, riding downhill at high rates of speed, natural and manmade structures, motor vehicles on the road, ramps, jumps and the like, which may fail, that riding downhill at a high rate of speed can result in serious injury and/or death manmade obstacles, ramps and jumps, condition of the PARTICIPANT, dehydration and other participants, contact with other trail or road users on foot, bike, animal or other means, contact with dangerous wildlife, the use of or contact with tools or equipment, crossing public roadways, riding along public roadways, risks associated with social activities, such as jumping on trampolines at a party, swimming, and such similar activities. Equipment and tools can malfunction, fail or break during use. The undersigned understand and agree that, due to the nature of the Durango Flyers program and the Devo Explorers program, there may be additional INHERENT RISKS for those participating in these programs.

THE UNDERSIGNED agree and understand that owners of land may allow DEVO members to use private land for recreational purposes, and that under Colorado law, all such owners of land who either directly or indirectly invite or permit, without charge, any person to use such property for recreational purposes do not thereby extend any assurance that the premises are safe for any

purpose, confer upon such person the legal status of an invitee or licensee to whom a duty of care is owed, assume responsibility or incur liability for any injury to person or property or for the death of any person caused by an act or omission of such person, and are under no duty to inspect the land for any potential hazardous or dangerous conditions, natural or manmade, whether known or unknown to the owner.

AS THE UNDERSIGNED, I expressly understand that drop off and pick up zones present an inherent danger with participants, parents, agents and other individuals and their vehicles milling around at their own risk. I hereby agree that I am fully responsible for the welfare of my child/participant during drop off and pick up, and that if I choose to leave my child without supervision at the drop off or pick up zones, I am still fully responsible for the welfare of my child/participant.

IN CONSIDERATION for participating as a member of the Durango Devo, Inc. (DEVO) at the EVENT, and being able to participate in the EVENT, I hereby knowingly and voluntarily agree to accept the terms and conditions of this contract and release agreement. I hereby ASSUME ALL RISKS in connection with attending or participating in the EVENT. I RELEASE DURANGO DEVO, INC., a Colorado Nonprofit Corporation, its representatives, agents, affiliates, officers, directors, servants, employees, and any owner of land who either directly or indirectly invites or permits me to use such property for recreational purposes of and from ALL LIABILITY for any injuries or damages, and from any claim made by me, my family, estate, heirs and assigns arising in any way from my attendance or participation in the EVENT, including any claim based upon NEGLIGENCE. I hereby expressly agree that DEVO employees (including team coaches) are not responsible for transportation or supervision of my child at such events. In the event that I ask or consent to a DEVO employee to provide any such supervision or transportation, I hereby acknowledge that DEVO and its employees are not responsible and shall not be held liable for any resulting injury or claim.

I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS Durango Devo, Inc., its representatives, agents, affiliates, officers, directors, servants, and employees, of and from any claim, action, harm, injury, damage, or loss to person and/or property which I may suffer, or which I may contribute to or cause to ANY THIRD PARTIES. The undersigned parent/guardian signing below represents to Durango Devo, Inc. that they have the authority to enter into this contract on behalf of said MINOR(S) and on behalf of any other parent or guardian of said MINOR(S) and AGREES TO DEFEND AND INDEMNIFY and hold harmless Durango Devo from any and all claims arising from this contract brought on behalf of said minor(s) or any other parent/guardian thereof, even after the minor(s) has attained majority, or from third parties injured by the minor(s), and hold Durango Devo, Inc., its representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property.

I AUTHORIZE Durango Devo, Inc., its employees, agents or representatives, to call for medical care for me or my minor child, or to transport me or my minor child to a clinic or a hospital if such action is necessary in their opinion. I agree that, at such time as I am allowed to transport myself, or I or my minor child are turned over to any ambulance, other medical transport, medical facility, clinic or hospital, Durango Devo, Inc., its employees, agents, or representatives,

shall have no further responsibility for or to me. I AGREE TO PAY all cost associated with medical care and transportation for me or my minor child, and I AGREE TO INDEMNIFY and hold harmless Durango Devo, Inc., its representatives, agents, affiliates, officers, directors, servants and employees, from such costs.

I KNOWINGLY AND VOLUNTARILY CONTRACTUALLY AGREE that any and all disputes between myself and Durango Devo, Inc., arising from participating in the EVENT, and including any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE STATE OF COLORADO and the EXCLUSIVE JURISDICTION thereof will be in the La Plata Country, Colorado, courts.

I HAVE CAREFULLY READ THE FORGOING RELEASE AND INDEMNITY AGREEMENT, I UNDERSTAND ITS CONTENTS AND I ACCEPT THIS AGREEMENT BY CLICKING THE ACCEPTANCE BOX BELOW, AS AN INDIVIDUAL, OR AS AN INDIVIDUAL AND AS THE PARENT OR GUARDIAN OF THE CHILD AND ON HIS/HER BEHALF. IF ANY PART OF THIS AGREEMENT IS DEEMED UNENFORCEABLE, THE REMAINDER SHALL BE AN ENFORCEABLE CONTRACT BETWEEN THE PARTIES. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY ACCEPTING THIS AGREEMENT.

### **MEDIA RELEASE**

Participant hereby grants permission to Durango Devo, Inc., its representatives, agents, affiliates, officers, directors, servants, and employees, to use any individual or group photographs taken of members during racing or training for publicity and brochure purposes.

**(Medical Release Waiver Form)**

**MEDICAL RELEASE WAIVER**

**DURANGO DEVO, INC.**

I certify that I am the parent or legal guardian for my child(ren). I hereby give my permission for any supervisor, coach or other team administrator associated with the **Durango Devo** to seek and give appropriate medical attention for our child(ren) in the event of accident, injury, illness. I will be responsible for any and all costs associated with any necessary medical attention and/or treatment.

I hereby waive, release and forever discharge **Durango Devo** and associated supervisor, coach or other team administrator from all rights and claims for damages, injury, loss to person or property which may be sustained or occur during participation in **Durango Devo** activities, whether or not damages or loss is due to negligence. I hereby acknowledge that my child(ren) is (are) physically fit and capable of participation in all **Durango Devo** activities.

**(Personal Responsibility Agreement)**

**PERSONAL RESPONSIBILITY**

**DURANGO DEVO, INC.**

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to stop participation at any time.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of Durango Devo.

As the parent/legal guardian of the registered Devo participant, I hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of common sense and good judgment.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by Durango Devo and its counsel in any proceeding.

**(Code of Conduct Agreement)**

**DURANGO DEVO CODE OF CONDUCT**

**DURANGO DEVO, INC.**

Athletes participating in any Durango Devo, Inc. programs or events agree to abide by and are bound by this Code of Conduct.

1. Athletes shall treat themselves, coaches, team members, parents and team members' siblings with respect and dignity and make a sincere effort to support the team and the shared goals of the team.
2. Athletes shall not possess, transport or use any illegal drugs, including any and all performance enhancing drugs as defined by the United States Anti-Doping Agency, alcohol, any form of tobacco, marijuana or any other form of liquid concoctions or edibles containing any marijuana nor shall any athlete possess, transport or use any contraption to smoke or otherwise ingest or inject any of the substances described in this provision.
3. Athletes shall not bully, aid or abet any other athlete to engage in conduct that constitutes a violation of this Code of Conduct.
4. Athletes shall not engage in any manner of criminal activity.
5. Athletes shall always wear a helmet while riding.
6. Athletes shall not take risks (willingly attempt anything which is beyond one's ability to control their bike safely).
7. Athletes shall stay on legal, established trails to limit damage and erosion to the environment and shall model and display a 'Sharing the Trails' ethic at all times.
8. Athletes will follow all traffic laws.
9. Athletes shall not tamper with, trespass upon or damage any property of anyone else.
10. Athletes are ambassadors. Remember, you are responsible for all your actions and words while riding on the Durango Devo Team. Your behavior reflects upon the team as well as the community itself. Think of yourselves as ambassadors for the team, the sport of mountain biking, and your community.

By electronically accepting below, athletes and one parent or guardian acknowledges that they have reviewed the Code of Conduct and fully understand, accept, and agree to be bound by them. Violations of the Code of Conduct will be reviewed and sanctioned in accordance with Durango Devo's Disciplinary Policy.

## **DURANGO DEVO, INC. REFUND POLICY**

As a registrant, it is your responsibility to know and understand these refund policies upon registering for a Devo program. However, we realize that exceptional circumstances may arise. As such, Devo will CONSIDER refund requests for exceptional circumstances, such as injury or illness. The amount refunded under exceptional circumstances is up to the discretion of the Executive Director, depending on the circumstances of the cancellation and Devo's ability to fill the opening in the program.

### **I. Early Cancellations**

Early cancellations must be submitted a minimum of ONE WEEK before the start of the Devo program. Early cancellations should be submitted in writing to [director@durangodevo.com](mailto:director@durangodevo.com), stating a request to withdraw from the Devo program. Cancellation requests received more than ONE week before the start of the program will be fully refunded, minus any credit card processing fees incurred at registration.

### **II. Late Cancellations**

Cancellations submitted in writing to [director@durangodevo.com](mailto:director@durangodevo.com) LESS THAN ONE WEEK before the start of the Devo program are considered late cancellations. Registration fees may only be PARTIALLY refunded for a cancellation received less than ONE week before the start of the program. The amount refunded for late cancellations is up to the discretion of the Executive Director depending on the circumstances of the cancellation and Devo's ability to fill the opening in the program. In cases with unusual or extreme circumstances, a registrant may request that their registration fee get applied to a future equivalent program.

If the request is granted, the registrant must, within ONE YEAR register for, and attend an equivalent program; otherwise, all payments are forfeited.

### **III. No Shows**

Registration fees are non-refundable and non-transferable for any no-shows to a Devo program.

**\*NO** refunds or credits will be issued for requests submitted after the conclusion of the Devo program.

### **IV. Alterations or Cancellations by Devo**

Note that circumstances beyond the control of Durango Devo may necessitate the substitutions, alterations, or even cancellations of a Devo program. Durango Devo reserves the right to alter, modify, or cancel any program if necessary. Any alterations or cancellations will be communicated via the email provided in the program registration as soon as possible.

In the event that a program must be canceled by Devo, the program fees for all registrants to the program will be fully refunded, minus any credit card processing fees incurred at registration.

In the event that a program is substituted or otherwise altered by Devo, the refund policies outlined in Sections (I) and (II) will apply. In the event that substitutions or alterations to the program are announced LESS THAN ONE WEEK before the start of the Devo program, the registrant may submit a written cancellation or transfer request to [director@durangodevo.com](mailto:director@durangodevo.com) within ONE WEEK of said substitutions or alterations being announced via email. In this case, registrants who submit a written request within one week of the substitution or alteration announcement will be fully refunded, minus any credit card processing fees incurred at registration.

### **CANCELLATION AND REFUND REQUEST INSTRUCTIONS**

In order to submit a request for a refund and/or cancellation, please send an email to [director@durangodevo.com](mailto:director@durangodevo.com). Your request should be accompanied with as much detail on your registration and circumstances of your request as possible, including the name(s) of your child(ren), registration confirmation number(s), and the reason(s) for your cancellation request. Please allow 72 hours for us to get back to you about the request.

### **REFUND METHODS**

Refunds will be issued in accordance with the original payment method utilized at registration. If the registration was paid for with cash or check, the refund will be issued via check. If the registration was paid for with a credit card, the refund will be processed through the credit card company, and the refund will be applied to the same credit card number as was used to pay for the registration. We are NOT able to issue the refund to a card other than the one used for the original registration.

Refunds may also be issued as a credit for a future Devo program at the discretion of the Executive Director.