



## City of Chisholm Parks, Trails, & Recreation Department Voluntary Waiver of Liability Agreement

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

I wish to participate in **IROC and/or REDHEAD REDFEET hosted bike rides, hikes, or snowshoeing After Dusk at Redhead MTB Park**. I state and affirm that:

1. My participation is voluntary. No one is forcing me to participate.
2. I acknowledge the Activity is NOT an ESSENTIAL service provided by the city of Chisholm.
3. I understand and acknowledge the Activity I am about to voluntarily engage in as a participant has certain risks, including but not limited to:  
Snowshoeing/hiking/fatbiking/biking: slips or falls. Slips and falls in on bicycles or snowshoes can result in strains, sprains, fractures, knee injuries, dislocations, concussion, spinal injuries, and more. Cycling and snowshoeing only by light of a headlamp or flashlight further increases the chance of slips and falls, as terrain is more difficult to see after dark. 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.
4. In consideration of being allowed to participate in this Activity, I hereby personally assume all risks in connection with this Activity and I hereby agree to hold the city of Chisholm, its officials, employees, agents and contractors harmless and I waive any right to make claims or bring lawsuits against the City or anyone working on behalf of the City for any injuries or damages related to the alleged negligence of the City.
5. This waiver does not apply to any injuries or damages that are the result of any willful, wanton, or intentional misconduct by the city of Chisholm or anyone acting on behalf of the City.
6. I understand that entering into and signing this agreement affects my legal rights and result 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.



Name \_\_\_\_\_ Date(s) of Activity \_\_\_\_\_  
(Please Print Full Name)

Address \_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Notice:** If participant is under 18 years old or has a legal guardian, this 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 Activity. I have read and understand the above Volunteer Waiver of Liability Agreement and I agree to be bound by the terms stated therein.

\_\_\_\_\_  
Name of Parent/Guardian (Please Print)

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date