

CORA Recreational Event & Volunteer Participant Waiver

This is a Safety Warning, Release and Waiver of Liability, Assumption of Risk, Indemnity, and Parental Consent Agreement – PLEASE READ CAREFULLY

By agreeing to this Waiver, and in consideration of the opportunity to take part in activities conducted, sponsored, or promoted by Cincinnati Off Road Alliance (“CORA”), I do hereby agree to release, waive, discharge, and covenant not to sue CORA, its officers, agents, employees, and volunteers (all for the purposes herein referred to as “Releasees”) from any and all liability or claims that may be sustained by me, my child/ward, or my heirs, executors, administrators, legal representatives, assigns, and successors (hereinafter referred to collectively as “Successors”) for any and all damages, economic and non-economic losses, and any rights or claims that may arise directly or indirectly in connection with my and/or my child/ward’s participation in the activity, even if caused in whole or in part by the Releasees. I further agree to indemnify and hold harmless the Releasees from any and all liability resulting from claims, causes of action or losses sustained by third parties arising out of my and/or my child/ward’s actions during such activity(ies).

As a volunteer or a participant in CORA conducted, sponsored, or promoted programs/activities, I further hereby agree, understand, and acknowledge that:

1. Participation in a recreational activity can be hazardous, whether such activity be a run, hike, ride, trail maintenance, trail building or otherwise.
2. No one should enter into a recreation activity unless medically able and having the requisite skill level.
3. I assume all risk associated with this activity including, but not limited to: falls, contact with other participants or equipment, effects of weather, equipment failure, and condition of trail area.
4. It is my responsibility to ascertain if this specific activity contains other elements of risk that could prove to be harmful to a participant.

I agree for myself and/or my child/ward named herein, as well as my Successors that the above representations are binding upon me and are not mere recitals, and that should I or my Successors assert my claim in contravention of this Agreement, I or my Successors shall be liable for the expenses (including legal fees) incurred by the

other party or parties in defending, unless the other party or parties are finally adjudicated liable on such claim for gross negligence. This contract cannot be amended orally.

I, on behalf of myself and/or my child/ward named herein, have viewed the Safety Warning and have read this Waiver, fully understand its terms, and understand that I, on behalf of myself and/or my child/ward, have given up substantial rights to bring suit against the Releasees by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agree that if any portion of this contract is held to be invalid, the balance not withstanding shall continue in full legal force and effect.