



**BOISE YOUNG RIDER DEVELOPMENT SQUAD ("BYRDS")
WAIVER AND RELEASE OF LIABILITY -- READ BEFORE SIGNING**

In consideration of being allowed to participate in any way in the BYRDS program, its related events and activities, I, _____ ("Participant"), acknowledge, appreciate, and agree that:

1. The risk of injury from bicycle riding, racing, training to race bicycles, and/or any travel to or from any bicycle race or training event (collectively the "BYRDS Activities") is significant, and includes the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. Participant further recognizes that the BYRDS Activities are strenuous activities, and Participant certifies that he/she has no physical limitations, which would prevent Participant from engaging in the BYRDS Activities; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined below) or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Releasees immediately; and

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS (i) Endurance Training & Fitness Center, Inc., (ii) Douglas Tobin, (iii) Tobin Coaching, LLC and (iv) Boise Young Riders Development Squad (BYRDS Cycling), Inc. ((i), (ii), (ii) and (iv) collectively, and along with their respective members, officers, employees, directors, owners, principals, coaches agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the BYRDS Activities, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

x _____ Age: _____ Date Signed: _____

PARTICIPANT'S SIGNATURE

FOR PARENT/LEGAL GUARDIAN OF PARTICIPANTS UNDER 18 YEARS OF AGE:

I, as parent/legal guardian with legal responsibility for Participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, Participant and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to Participant's involvement or participation in the BYRDS Activities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x _____ **Date Signed:** _____

LEGAL GUARDIAN'S SIGNATURE

Email _____ **Contact phone #** _____