



## MILE HIGH MULTISPORT, LLC RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration of Mile High Multisport, LLC (“MHMS”) providing coaching and training services and/or equipment to me and allowing me to participate in MHM’s coaching and training programs and related activities (collectively “Programs”), and for other consideration, the sufficiency of which is hereby acknowledged, I, the undersigned participant, on my behalf and on behalf of my heirs, personal representatives, spouse, successors and assigns (collectively “Heirs”), acknowledge and agree as follows:

1. That risks exist in my participation in the Programs and/or use of the equipment, including, but not limited to, the risk of serious bodily injury or illness, accidents, equipment failure, physical exertion, dehydration, oxygen shortage, animal bites and attacks, wounds, abrasions, partial or total paralysis, fractures, disease, strains, head injuries, neck and spinal injuries, death, serious disability, and other inherent risks involved in multi-sport activities and that such risks may be caused by: the negligence of coaches, trainers, premise owners, employees, agents, the Releasees, the other participants in the Programs, or others, or by accidents, faulty or malfunctioning equipment, road hazards, ground or facility conditions, surface grade, weather conditions, collisions with persons or objects, forces of nature, imprudent behavior by others, loss of control of equipment, varied degrees of skill and experience of other participants and myself, other participants not acting within their ability, unsafe training conditions, physical exertion, animal or insect bites, other individuals including other Multisport athletes, fatigue, chills, dizziness, dehydration, oxygen shortage, improper training, training programs not suited to my skill and experience, pre-existing medical conditions, diminished reaction times or riding abilities due to any of the foregoing, and other foreseeable or unforeseeable causes.

2. I knowingly and freely assume all such risks, both known and unknown, even those arising from the negligence of the Releasees or others, including, without limitation the entire risk of any accidents, personal injury, or death I might suffer, and assume full responsibility for my participation in the Programs and any training activity.

3. I, for myself and my Heirs, hereby release and agree to indemnify, reimburse, and hold harmless MHMS, its owners, members, managers, coaches, trainers, contractors, employees, agents, other participants, successors and assigns, and any owners and lessors of premises or facilities used for any program activity (collectively “Releasees”) from any and all claims, suits, liability, damages, or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise (collectively “Claims”) that I or my Heirs now have or may later have against the Releasees, arising out of my presence or participation in the Programs, any training or coaching instructions given by Releasees, and/or my use of the equipment, premises and facilities of Releasees, whether caused by the negligence or carelessness of the Releasees or anyone else.

4. I, for myself and my Heirs, agree not to sue or bring any proceeding against Releasees with respect to the Claims, even if the Claims arise from the carelessness or negligence of a Releasee or anyone else. I and my Heirs agree to pay, reimburse and hold each Releasee harmless from any losses, liability, costs, expenses, and attorneys’ fees, that they may incur defending any Claim made by me or by anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of a Releasee or anyone else. I agree that this Release is made in Highlands Ranch, Colorado, and shall be governed by Colorado law without regard to conflicts of law principles, and I agree to submit to the jurisdiction and venue of the courts in Douglas County, Colorado, with respect to any action relating to this Release or my participation in the Programs.

5. I assume all risks for, and this Release shall extend to all Claims arising from a pre-existing medical condition. I have been advised to consult with a physician prior to participating in the Programs. I will be solely responsible for following any advice given by the physician, including discontinuing training.

6. I also assume responsibility and risks for maintaining my bicycle and other equipment, and for taking all safety precautions necessary to protect myself and others from injury while involved in any training activity.

**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. I intend this Release and all of its terms, including the Claims waived, to be interpreted and enforced to the broadest and fullest extent allowed by Colorado law. By signing this Release, I intend to release MHMS and the other Releasees from all liability for injury, property damage, or death caused by their negligence or any other cause**

x \_\_\_\_\_

PARTICIPANT’S NAME (please print)

x \_\_\_\_\_ Age: \_\_\_\_\_ Date Signed: \_\_\_\_\_

PARTICIPANT’S SIGNATURE

**FOR PARENTS / GUARDIANS OF PARTICIPANTS OF MINORITY AGE**  
**(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for the participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our Heirs, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in the Programs, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law, and agree to be bound by all of the terms of this Release.

X \_\_\_\_\_ Age: \_\_\_\_\_

PARTICIPANT NAME (please print)

x \_\_\_\_\_ Date Signed: \_\_\_\_\_

PARENTS/GUARDIANS SIGNATURE