

**RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS,
EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.**

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Recreational Activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as Action Sports, including the rental of equipment and transportation associated therewith in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, or route location.
5. Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activity(ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.**

Barachel Bike and Skate / TXL Action Sports / Fake Productions

Owner (Company and/or Person)

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

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

S/ _____
Signature of Adult Participant

Name of Adult Participant (Please Print)

Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/ her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/ her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____
Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, they on my behalf release all claims that both they and I have.

Name of Parent or adult legal Guardian (Please Print)

Date

Name of Minor (Please Print)

Date

TheXtremeLeague.com (TXL) Test Ramps at Barachel B&S

130 N. West Crown Point Rd. Winter Garden Fl. 34787

Participant Agreement, Release, And Assumption Of Risk

(This agreement will be held for 1 year from signature and date)

Participant or Spectator Last Name	Participant or Spectator First Name	
<input type="text"/>	<input type="text"/>	
Address		
<input type="text"/>		
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Home Phone	Date Of Birth	Age
<input type="text"/>	<input type="text"/>	<input type="text"/>

I, _____, acknowledge that extreme sports are dangerous and contain an element of risk. I agree that I am solely responsible for any pain or bodily harm that I may receive while participating in this event. I also agree that I will not hold The Xtreme League.com, its affiliate Barachel Bike and Skate, Fake Productions or Tim Fake, responsible for any damage, pain, bodily harm, or even death, I may receive while participating on the practice and test ramps.

I agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I agree to follow the test facility rules and regulations as required. This includes wearing pads, helmets, parent or guardian signature, or my own signature on release form for participant or spectator.

By signature below, I acknowledge that I have my own insurance and except responsibility for my actions while participating on the practice and test ramps. I know that any ramps, jumps, or stunts I try, will be my own decision and I except full responsibility for any damage, pain, bodily harm, or even death, I may receive while doing so. I also agree and acknowledge I may be on video or in pictures taken at Barachel to help promote the web site and Barachel facility. I release all forms of myself and will not seek any rights of any such publications.

Participant Signature

Date

Witness / Parent or Guardian

Complete This Area If Participant Is Under 18 Years Of Age

Parent Or Guardian's Additional Indemnification

In consideration of _____ ("Minor") being permitted by

Print Minor's name

Barachel Bike and Skate, TheXtremeLeague.com, or Fake Productions to participate and use its equipment and facilities, I further agree to indemnify and hold harmless Barachel Bike and Skate, TheXtremeLeague.com, or Fake Productions from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I have had sufficient opportunity to read this entire document.

I have read and understand it, and I agree to be bound by its terms.

_____ Date _____
Parent or Legal Guardian Signature

Parent or Legal Guardian Signature (Print)

Parent or Legal Guardian Drivers License or ID #

{ } PARENT { } GUARDIAN
Please Check Appropriate Box

(Notary required for parental signature outside of Barachel shop)

Sworn to and subscribed before me this _____ day of _____, 2008

(Notary Stamp)

Notary Public Signature, State of _____ Commission Name and Stamp

Personally known _____ or produced identification _____ Type ID produced _____

Emergency Contact Information

Emergency Contact Name	() _____ Phone Number
Alternate Emergency Contact Name	() _____ Phone Number