



**2024 LHT FULL MOON BIKE RIDE
SEPTEMBER 14, 2023 (RAIN DATE
9/15/24)**

**SPONSORED BY THE LAWRENCE HOPEWELL TRAIL
AND THE MERCER COUNTY PARK COMMISSION**

WAIVER AND RELEASE

In consideration for being permitted to participate in the 2024 Full Moon Bike Ride, I hereby freely acknowledge that there are inherent dangers in participating in this event, and I fully assume the risks associated with such participation including, without limitation, all injuries or damages that I may suffer as a result of: (a) my use of the trails and other park amenities; (b) bees, ticks, or other insects; (c) poison ivy or other potentially harmful plants; (d) roots, holes, tree limbs and other hazards, natural or manmade; (e) riding in conditions of reduced lighting and darkness; (f) the negligence of the Mercer County Park Commission and/or the Lawrence Hopewell Trail Corporation, a New Jersey nonprofit corporation ("LHT"), or any of their officers, trustees, volunteers, affiliates, employees, agents, representatives, successors, or assigns (collectively, the Mercer County Park Commission and the LHT, the "Released Parties"), or (g) weather conditions.

I acknowledge that supervision of this activity is not provided, and I am responsible for my conduct and for that of any minor (person under 18 years of age) I permit to participate in this event, including but not limited to wearing a helmet designed for bicycle activity. Further, I hereby waive, release, discharge, indemnify and hold harmless the Released Parties from any and all causes of action, claims, costs (including reasonable attorneys' fees), damages, losses, judgments, or suits, including claims arising from the Released Parties' own negligence to the maximum extent permitted by law, which I have or which may hereafter accrue to me and from any and all damages or injury that may be sustained by me directly or indirectly in connection with or arising out of my participation in or association with this event or travel to or return from the event. Further, I hereby voluntarily give up and waive any right that I may otherwise have to bring a legal action against the Released Parties for personal injury or property damage.

I grant to the Lawrence Hopewell Trail Corporation and/or the Mercer County Park Commission, the right to take photographs or videos of me and my family in connection with the above-identified event. I authorize the Lawrence Hopewell Trail Corporation and/or the Mercer County Park Commission, their assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that the Lawrence Hopewell Trail Corporation and/or the Mercer County Park Commission may use such photographs or videos of me and my family with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. This Agreement sets forth the entire agreement between myself and the LHT and the Mercer County Park Commission and supersedes any and all prior agreements and understandings. This Agreement shall inure to the benefit of and be binding upon and enforceable against my heirs, legal representatives, successors and assigns, and the successors and assigns of the Released Parties. If any portion of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this Agreement shall remain in full force and effect and the offending provision or provisions severed here from.

This Agreement shall be governed and construed for all purposes in accordance with the Laws of the State of New Jersey.