

## **Discovery Bike Park - Lift Access Mountain Biking Participant Agreement**

### **MOUNTAIN BIKING PARTICIPANT AGREEMENT, ACKNOWLEDGMENT OF RISKS, RELEASE AND WAIVER OF LIABILITY.**

#### **Acknowledgement of Risks**

I understand and acknowledge that mountain biking, including the use of lifts, is a dangerous high risk sport and that there are inherent and other risks associated with the sport and that all of these risks can cause serious and even fatal injuries. I understand that the risks of mountain biking are numerous and include, but are not limited to, the following: DEATH, PARALYSIS, HEAD INJURIES, BROKEN BONES, CUTS, SCRAPES, DAMAGE TO BIKES, GEAR, AND CLOTHING, AND CAUSING DAMAGE TO AND/OR INJURING OTHERS; falling; loss of control; encountering trees, limbs, brush, rocks, structures, ropes, barriers, or other man made or naturally occurring obstacles; encountering unpredictable terrain such as varying steepness, mud, holes, cliffs, gravel, narrow trails, and/or lack of trails; negligence of other riders, persons, or vehicles; or negligent actions of Discovery.

I am fully aware of the possible risks and dangers inherent in participating in the sport of mountain biking, including, but not limited to: use of chairlifts; changing weather conditions; mechanical failure of equipment; falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in cycling terrain including steep or slippery sections, ruts, bumps, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams, ponds, creeks, constructed features such as bridges, ramps, ladders, berms, jumps, and drops; collisions with natural, manmade and constructed objects, other mountain bikers, vehicles, pedestrians, spectators and officials; encounters with domestic and wild animals including, but not limited to, dogs, bears, goats, elk, deer, mountain lions, insects and snakes; negligence of other riders or users of the premises; and, recklessness, or any other improper conduct on the part of Discovery Ski Corporation d/b/a Discovery Bike Park, its owners affiliates, employees and agents, the equipment manufacturers and distributors, and the owners of the property where Discovery Ski Corporation d/b/a Discovery Bike Park and the activity are located (hereinafter referred to collectively as "Discovery" or "Provider") **including the failure on the part of Discovery to safeguard or protect me from the risks, dangers and hazards of mountain biking.**

**Use of a helmet is mandatory at Discovery.**

#### **Release, Waiver of Liability and Indemnification Agreement**

I, the undersigned have read, understand and expressly agree to the following:

##### **A. Release of all Liability (including negligence).**

**I AGREE TO FULLY RELEASE AND DISCHARGE DISCOVERY FROM ANY LIABILITY** for any damages, injuries, or claims, including any injuries or damages occurring from any negligence of the Discovery to myself or any other person or property, as a result my participation in bike usage, or mountain bike riding. I fully understand and agree to release Discovery for its negligence in causing in whole or in part any injury to me.

##### **B. Promise Not To Sue and Hold Harmless.**

**I AGREE NO LAWSUIT WILL BE FILED BY ME OR ON MY BEHALF AGAINST DISCOVERY** as a result of my participation in bike rental, riding the lift, or in mountain bike riding. If I do file a lawsuit, I agree to pay

any attorney fees, costs or judgments incurred by Discovery even if Discovery is found to be liable in any respect to me, my heirs or assigns. I further agree to indemnify Discovery and hold it harmless for any damages, injuries, judgments or lawsuits, including any attorney's fees and costs incurred by Discovery resulting in any way from my use of Discovery's facilities, equipment or bikes. I agree my obligation to indemnify and hold Discovery harmless applies even if Discovery is negligent. I understand this is a contract, which limits my legal rights, and it is binding upon me, my heirs and legal representative. If portions of this agreement are invalid, it is agreed the remaining portions will remain intact and enforceable. By signing the Release of Liability the undersigned acknowledges she or he has fully read and understands the above and foregoing.

**BY SIGNING THIS DOCUMENT YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDER'S ORDINARY NEGLIGENCE THAT ARE THE RESULT OF THE PROVIDER'S FAILURE TO EXERCISE REASONABLE CARE**