

## WILDERNESS AWARE, INC.

### MOUNTAIN BIKING AND DOWNHILL MOUNTAIN BIKING WARNING,

### ASSUMPTION of RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT

#### PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who engages in mountain biking and/or downhill biking at Wilderness Aware, Inc. shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older OR it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that mountain biking and/or downhill biking (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

2. THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that falls, **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED agree and understand that risks include, but are not limited to: equipment failure, improper use of equipment, existing and changing trail conditions, rocks of various sizes, rugged mountainous terrain, collisions with natural or man-made objects, varying slopes, uneven and/or slippery trail conditions, varying weather and surface conditions, variations in terrain, bumps, stumps, forest growth, trees, erosion, loose dirt and gravel, wet surfaces, holes and potholes, downed timber, debris, other bikes and vehicles, paved and unpaved surfaces, soft shoulders, lightning or other adverse weather, limited access to medical attention, inadequacy of medical attention, the physical condition of the PARTICIPANT, strenuous activity, dehydration, and high elevation, high altitude, becoming lost or separated, in driving to and from the ACTIVITY site, "downhill" mountain biking involves increased risks over and above mountain biking, those risks in addition to the above include, but are not limited to: terrain features, jumps, berms, table tops and ridges.

3. In consideration for allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby **ASSUMES ANY AND ALL RISKS** associated with the PARTICIPANT'S participation in the ACTIVITY whether known or unknown, inherent or otherwise. Additionally, THE UNDERSIGNED **AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY Wilderness Aware, Inc.** their affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT'S participation in the ACTIVITY, **including those claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.**

4. THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right to** make a claim or **file a lawsuit** against any RELEASED PARTY. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the PARTICIPANT'S participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of THE UNDERSIGNED.

5. THE UNDERSIGNED recognize that helmets are highly recommended and PARTICIPANT should wear a helmet at all times while participating in the ACTIVITY. THE UNDERSIGNED recognize that when DOWNHILL BIKING body armor is highly recommended and PARTICIPANT should wear body armor at all times while participating in the ACTIVITY. THE UNDERSIGNED understand and agree that a helmet and/or body armor **IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet or body armor can protect the wearer against all foreseeable impacts to the head and/or body, and that the ACTIVITY and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet and/or body armor. THE UNDERSIGNED also understand that the helmet and/or body armor does not guard against injury to the neck, spine or any other part of my body, and that these limitations are **INHERENT RISKS** of the ACTIVITY.

6. THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon the PARTICIPANT'S transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the PARTICIPANT. Further, THE UNDERSIGNED **agree to pay all costs** associated with such medical care and related transportation provided for the PARTICIPANT and shall **indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising therefrom.**

7. In consideration for allowing the PARTICIPANT to participate in the ACTIVITY and for using the ski area facilities and trails on adjacent private properties, THE UNDERSIGNED agree that **ANY AND ALL CLAIMS** for injury and/or death arising from the PARTICIPANT'S participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **CHAFFEE DISTRICT COURT** or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

8. In the case of a minor PARTICIPANT, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.** The undersigned parent or legal guardian agree that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the ACTIVITY.

9. By signing this release without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT.

10. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

11. In consideration of receiving permission to take part in the Activity, I consent and authorize Wilderness Aware, Inc., its affiliated enterprises, contractors and employees, to photograph, videotape and film my name face and likeness in the syndicated television show, other television shows, cable shows and to permit the use of my name face and likeness in any other use including television, printed marketing material, Internet sites, exhibits or promotions.

**I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

Participants Signature   Parent/Legal Guardian Signature  PRINT PARENT/LEGAL GUARDIAN NAME <input type="text"/>  Date  	PRINT PARTICIPANT NAME <input type="text"/>  MAILING ADDRESS <input type="text"/>  CITY STATE ZIP <input type="text"/> <input type="text"/> <input type="text"/>  HOME OR WORK PHONE CELL PHONE <input type="text"/> - <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> - <input type="text"/>  EMAIL ADDRESS <input type="text"/>
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PRINT Emergency Contact Name	Telephone	Relationship to Participant
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