WILDERNESS AWARE, INC / OTERO CYCLERY - PARTICIPATION, WAIVER AND RELEASE AGREEMENT

Please Read Carefully Before Signing - This is a Release of Liability and Waiver of Certain Legal Rights

In consideration for my being permitted by Wilderness Aware, Inc. (Wilderness) and Otero Cyclery (Otero) to participate in a mountain bike trip, I agree to the following waiver and release:

I acknowledge that mountain biking has inherent risks, hazards and dangers that cannot be eliminated.

I UNDERSTAND THAT THESE RISKS, HAZARDS AND DANGERS INCLUDE WITHOUT LIMITATION:

(1) risks arising from any activities in areas where no outside services are available or provided; where rescue and emergency medical care and services, if available at all, are limited and will be slow to respond; where land and river conditions vary, are not maintained or controlled and are unpredictable and changeable; where hazards and dangers may not be obvious, visible, or predictable; where weather is changeable and unpredictable; risks from biking including changeable terrain and unmaintained trails or roads.

(2) risks involved in negotiating bikes around, through or over obstacles; risks involving collisions with cars, boulders, logs, other participants, and other manmade and natural objects where hazards that exist in the environment may not be obvious; risks where control of the bike may be lost, the bike may fail to operate properly or other equipment may fail; and risks associated with the decision-making and conduct of guides of biking trips;

(3) risks involved with riding on a bike, falling off the bike and with overturning bikes, including and not limited to risks associated with colliding with and being caught by objects on or off the road such as cars, signs, other bikes, rocks, logs, and other manmade and natural objects in, on, over, or adjacent to the road or trail; risks from being caught under the bike and being unable to escape, and being separated from the bike.

(4) such other risks, hazards and dangers that are inherent in and integral to biking including without limitation those associated with swimming, diving, hiking, camping, climbing, fishing, and transportation to and from the sites of the activities.

I have read and understand the information provided by Wilderness and Otero regarding recreational activities and travel to and from the areas for such activities and also acknowledge that Wilderness and Otero staff will provide a safety talk to participants and has been available to more fully explain to me the risks, hazards and dangers of biking and associated activities (collectively referred to as 'recreational activities'). I understand that participation in the travel to and recreational activities in an outdoor environment may require good physical conditioning and a degree of skill and knowledge different from other activities. I understand that the inherent risks, hazards and dangers listed are only a partial description of those that may exist. **I AM VOLUNTARILY PARTICIPATING IN BIKING AND OTHER RECREATIONAL ACTIVITIES OF WILDERNESS AWARE, INC. AND OTERO CYCLERY WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ACKOWLEDGE, ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH AND STATE THAT I HAVE THE PHYSICAL AND MEDICAL CAPABILITY TO PARTICIPATE IN THE PROVIDED ACTIVITIES.**

This release shall also serve as a Model Release. I give the right to Wilderness and Otero to use my image in marketing and promotional materials.

Lastly, for myself, my heirs, successors, executors and subrogors, hereby **KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS WILDERNESS AWARE, INC. AND OTERO CYCLERY** its directors, officers, shareholders, agents and employees, from and against any and all claims, actions, causes of action, demands, liabilities, suits, damages, losses, costs, expenses (including reasonable attorney's fees) and **ORDINARY NEGLIGENCE** of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, pain, suffering, mental anguish, emotional distress, injury, paralysis, or death to me or my property as a result of my participation in the, biking and recreational activities of Wilderness Aware, Inc. and Otero Cyclery, the use of its equipment and the traveling to and from areas for recreational activities, whether such damage, loss, pain, suffering, mental anguish, emotional distress, injury, paralysis or death results from the **ORDINARY NEGLIGENCE** of Wilderness or Otero or from some other cause. **I FURTHER AGREE NOT TO SUE WILDERNESS OR OTERO AS A RESULT OF ANY INJURY, PARALYSIS, OR DEATH THAT MAY OCCUR WHILE PARTICIPATING IN ITS ACTIVITIES.** The venue for any dispute arising between the parties shall be in a court of competent jurisdiction in the Town or Buena Vista or Chaffee County, Colorado. This release is intended to be a comprehensive release of liability but is not intended to assert defenses that are prohibited by law.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS PARTICIPATION, WAIVER AND RELEASE AGREEMENT AND UNDERSTAND THAT NEITHER I NOR ANY MEMBER OF MY FAMILY OR OTHER PERSON ACTING THROUGH ME WILL HAVE THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST WILDERNESS OR OTERO.

_____

Participants Signature

_____

Parent or Assigned Guardian Signature

_____

Date

Print Participant Name

Mailing Address

City State Zip

Phone Number