



Bryce Resort Mountain Bike Park Release of Liability, Assumption of Risk and Indemnity Agreement
2018

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY, WAIVER OF CERTAIN LEGAL RIGHTS, AGREEMENT TO ASSUME RISKS AND AN INDEMNIFICATION AGREEMENT.

The undersigned, being at least 18 years old, or if he/she is younger than 18 years of age is accompanied by a parent or guardian who has read and signed the following release (hereinafter referred to collectively as "I" and as "Participant"), attest that I have read, understood, accept and signed the following release.

I agree and understand that mountain biking and attendant activities are HAZARDOUS activities (hereinafter "Activities"). I hereby agree to freely and expressly ASSUME and accept ANY and ALL RISKS OF INJURY OR DEATH to the Participant while participating in these Activities. Further, the Participant voluntarily elects to participate in these Activities. I recognize that injuries are a common and ordinary occurrence of these Activities.

WARNING: Mountain biking and attendant activities are dangerous activities with inherent and other risks. The risks include but are not limited to:

- Variations in the steepness and condition of the trail surface
- The chance of collision with another mountain biker or hiker
- The chance of collision with fixed and/or moveable object, natural or man made
- Muddy, icy, loose, snowy or slippery trail surface conditions including snow
- Logs, rocks, holes, and other debris both on and off the trail corridor
- Failure or damage to trail features, natural or manmade, including bridges
- Stinging insects and other wildlife encountered
- Allergic reactions to plants encountered (poison ivy, poison oak, etc.)
- Mechanical failure of mountain bike equipment including flat tires
- Variation of visibility with night riding—at least one correctly mounted light, specifically designed for bikes, is mandatory

The term "Mountain Biking" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by Bryce Resort and shall include, but is not limited to: my presence and use of premises of Bryce Resort for the purpose of riding a bike whether in the parking lots, the access areas, riding on the chairlifts and use of the mountain for biking in any way whatsoever and other such activities, events and services in any way connected with or related to the use of the facilities or equipment provided by Bryce Resort.

I AGREE it is my sole responsibility to view the "Mountain Biking" area BEFORE I participate and to not participate if the area or adjacent areas or conditions are not to my satisfaction. I have been informed about and/or made aware of and hereby certify that I, or if the Participant is a minor, meet(s) all admission requirements in terms of height, age, and any other requirement which may exist.

I agree and understand it is my sole responsibility to be familiar with various trails, the Bryce Resort rules, and any special regulations for Bryce Resort Mountain Bike Park. I agree and understand that situations may arise which may be beyond the immediate control of Bryce Resort, and I must continually ride or hike so as to neither endanger others nor myself. I accept responsibility for the condition and adequacy of my equipment. I will ride wearing a helmet that can protect against serious head injury. I assume all responsibility and liability of the selection of such a helmet. I have no physical or medical condition that to my knowledge would endanger others or myself while I participate in these Activities, or would interfere with my ability to participate.

I agree and understand that these Activities are only permitted in designated areas at Bryce Resort Mountain Bike Park. I agree and understand that ski trails and other areas not specifically designated for these Activities are not maintained for these Activities. Hidden and visible hazards may exist.

I agree and understand that this Release shall be continuing in nature for subsequent visits by me during the calendar year set forth below or for the duration of the season.

By execution of this release, Bryce Resort Mountain Bike Park shall be indemnified for any injury to other person(s) or property which I may cause as a result of engaging in these Activities. I contractually agree that any and all disputes between myself and Bryce Resort Mountain Bike Park arising from my participation in these Activities, including any claims for personal injury and/or death, will be governed by the laws of the Commonwealth of Virginia and exclusive jurisdiction thereof will be in the state court residing in in the County where the alleged tort occurred.

I, EXPRESSLY AGREE, as a condition of being allowed to participate in the Activities and to use the premises, equipment, and facilities, that I freely accept and voluntarily assume ALL RISKS of personal injury or death or property damage, and FULLY RELEASE BRYCE RESORT (including Bryce Resort, Inc., its Officers, Directors, Employees, Agents, Servants, and Managers) FROM ANY AND ALL LIABILITY for personal injury or death or property damage (including any and all liability claims, damage or loss) arising out of or resulting from my participation in the Activities or use of the premises, equipment or facilities of Bryce Resort.

If Participant is a MINOR, in exchange for Bryce Resort making the facilities available, the undersigned or parent/guardian, to the fullest extent permitted by law, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS Bryce Resort from any and all claims, suits, costs and expenses including attorneys' fees for personal injury, death or property damage from and/or claims from injured third parties arising or allegedly arising out of or resulting from said minor's conduct or my conduct. The undersigned (or parent/guardian), hereby expressly AGREES TO INDEMNIFY Bryce Resort for BRYCE RESORT'S NEGLIGENCE, whether partial or sole, in connection with all of the indemnification obligations set forth in this agreement. In addition, the undersigned or parent/guardian signed below represents to Bryce Resort that they have the authority to enter into this contract on their own behalf or on behalf of said MINOR and on behalf of any other parent or guardian of said MINOR.

In exchange for, and in consideration of, Bryce Resort making facilities and the premises available to me for participation in the sport of Mountain Biking, I CONTRACTUALLY AGREE that any and all disputes between myself and Bryce Resort arising from my participation in Mountain Biking, and including any claims for personal injury and/or death, will be GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA and the EXCLUSIVE JURISDICTION thereof will be in the county courts of SHENANDOAH COUNTY, VIRGINIA.

I, the undersigned, HAVE READ AND UNDERSTAND the terms of the above and the FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT which is an essential part of it. I am signing it freely and of my own accord, realizing IT IS BINDING upon myself, my heirs and assigns, and, in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its BINDING EFFECT on them as well as myself.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties.

I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.

Name:

Address:

City: State: Zip Code:

DOB / / Email: _____

How did you hear about us? Bike Shop Internet Social Media Word of Mouth Friend Other _____

Signature: _____ Date: ____/____/____

PRINT NAME OF PARENT/GUARDIAN (IF MINOR) SIGNATURE OF PARENT/GUARDIAN

Emergency Contact

Name

Phone Number