

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT



Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement BY **PARTICIPANT/RIDER**

By signing this document, you will waiver or give up certain legal rights for yourself, including rights to institute legal action. **Please read carefully!**

By signing this release as the Participant, you acknowledge and agree to the following:

ASSUMPTIONS OF RISKS

I acknowledge and accept that Mountain Biking involves risks, danger and hazards in addition to those normally associated with bicycle riding and that injuries are a common and expected part of Mountain Biking. Mountain Biking, as offered by Prime View MTB, takes place on steep and rugged terrain and will expose the rider/participant to many risks, dangers and hazards. The terrain may be uninspected, uncontrolled and unsafe due to constantly changing conditions.

The inherent risks, hazards and dangers include but are not limited to the following:

- Collision with other riders, vehicles, bicycles, trees, tree stumps, tree wells or other objects;
- Fences, walls and other man-made structures;
- Mechanical failure of equipment;
- Rapid and uncontrolled acceleration on hill and inclines;
- Changing weather conditions;
- Unsafe terrain – including steep or slippery sections, cliffs, rocks, holes, or crevasses;
- Extreme variation in cycling terrain;
- Encounters with domestic and non-domestic animals;
- Falling or being thrown off the mountain bike;
- Negligence on the part of the Releases – including the failure to protect the participant from the risks, dangers and hazards of Mountain Biking or to negligence of other riders.

I agree that I shall never institute or cause to be instituted, any suit, charge, demand, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitration system or procedure, against the Releases arising out of voluntary participation with Prime View Adventure & Leisure.

I am aware of these risks, dangers and hazards associated with Mountain Biking and I freely accept and fully and voluntarily assume all such risk, dangers and hazards and the possibility of property damage and serious and/or permanent personal and bodily injury, including without limitation cuts, scratches, bruises, broken bones, sprains, full or partial paralysis, death, and any and all losses resulting there from.

PARTICIPANT/RIDER INITIALS: _____ DATE: _____

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In consideration of my participation in Mountain Biking with Prime View Adventure & Leisure and my use of equipment, services and facilities, I hereby agree as follow:

1. To waive any and all claims that I now have or may in the future have against the Releases and to release the Releases from any and all liability EVEN THAT WHICH IS DUE TO THE NEGLIGENCE OF THE RELEASES for any loss, damage, expense or injury including death, that I may suffer, INCLUDING BUT NOT LIMITED TO MOUNTAIN BIKING, WHILE PARTICIPATING IN ANY ACTIVITY OFFERED BY PRIME VIEW ADVENTURE & LEISURE, DUE TO ANY CAUSE WHATSOEVER, INCLUDING THE NEGLIGENCE OF RELEASES, NEGLIGENCE OF OTHER MOUNTAIN BIKERS, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASES, AND INCLUDING FAILURE ON THE PART OF THE RELEASES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING REFERRED TO ABOVE.
2. To hold harmless and indemnify the Releases from any and all liability for any property damage or personal injury to any third-party Participants participation in Mountain Biking or other activities offered by Prime View Adventure & Leisure.

In entering into this Agreement, I am not relying on any oral written representations or statements made by the Releases with respect to safety of Mountain Biking, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASES.

Signed at Prime View Adventure & Leisure on this _____ day of _____ 2021.

Signature of Participant _____

Parents/Guardian's Signature _____