

# Mountain Biking Participant Waiver & Media Release



Participant name: \_\_\_\_\_

Participant email: \_\_\_\_\_

Participant phone: \_\_\_\_\_

Age of participant: \_\_\_\_\_ Indicate your level of mountain biking expertise: Novice | Intermediate | Expert

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

As consideration for my ability to participate in mountain biking activities with Keweenaw Mountain Lodge (KML), I agree to the following:

### VOLUNTARY PARTICIPATION

Initial: \_\_\_\_\_

I acknowledge that I am voluntarily participating in Mountain Biking-related activities with KML. In this agreement, the term "Mountain Biking" and "Mountain Biking activities" shall include, but is not limited to: group or individual rides; demonstrations; seminars; instructional skill sessions; post-ride social activities, and any other events, services, or activities in any way connected with or related to mountain biking with KML.

### ACKNOWLEDGMENT OF SAFETY

Initial: \_\_\_\_\_

I acknowledge that I have been advised to wear a certified helmet while Mountain Biking **AND agree to wear a helmet**. I am familiar with the proper use of a mountain bike, including all quick release mechanisms, brakes, and gear shifters. I agree to remove myself from participation in Mountain Biking activities if I sense or observe any unusual hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue for any reason. I understand that the sole responsibility for my personal safety remains with me, including my physical and emotional preparation and fitness to participate in Mountain Biking.

### ASSUMPTION OF RISKS

Initial: \_\_\_\_\_

I acknowledge that there might be significant risks, dangers, and hazards involved in participating in Mountain Biking activities. I further understand that these risks, dangers, and hazards are inherent in the activity and that injuries are a common and ordinary occurrence, notwithstanding specialized training and skills, safety equipment, and other precautionary measures. These risks, dangers, and hazards include, but are not limited to: mechanical failure of the mountain bike or equipment; changing weather conditions; collision with natural or manmade falling objects including but not limited to exposed rock, snow, ice, earth, trees, stumps or branches on or adjacent to the trail or terrain; collision or encounters with other mountain bikers, wildlife, pedestrians, vehicles, fences or posts; changes or variations in the trail or terrain; streams, creeks, lakes, and holes in or near the trail or terrain; cliffs; road-banks or cut banks; variation or steepness of the trail or terrain; difficulty or inability to control one's speed or direction; loss of balance; rapid or

uncontrolled acceleration on hills and inclines; becoming lost or separated from group leaders or other participants; failure to bike safely or within ones own ability or within designated areas; negligence of other mountain bikers or participants; and NEGLIGENCE ON THE PART OF KML OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, VOLUNTEERS, OR SPONSORS, INCLUDING THEIR FAILURE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY**

Initial: \_\_\_\_\_

For myself and on behalf on my heirs, personal representatives, executors, administrators, agents, and assigns, I agree to WAIVE, RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS KML and its directors, officers, employees, agents, representatives, volunteers, sponsors, successors, assigns, and all others who are involved with my participation in Mountain Biking (collectively Releasees) from and against any and all liabilities, damages, claims, demands, losses, or causes of action of every kind (collectively Claims), including, but not limited to, claims for bodily injury, death, disability, property damage, or property theft, EVEN IF ARISING FROM NEGLIGENCE OR INTENTIONAL ACTS ON THE PART OF THE RELEASEES OR OTHERWISE, that in any manner relate to or arise out of my participation in Mountain Biking, to the full extent permitted by law.

**MEDIA RELEASE**

Initial: \_\_\_\_\_

For good and valuable consideration, receipt of which is hereby acknowledged, I authorize Keweenaw Mountain Lodge ("KML") and its respective affiliates, subsidiaries, licensees, successors and assigns to make use of my appearance. I understand that by participating in Mountain Biking activities with KML, I MAY BE PHOTOGRAPHED, VIDEOED, AND RECORDED.

I agree to allow my likeness, to be used for any legitimate purpose by KML. KML shall be the exclusive owner of the results and proceeds of such photography, taping, and recording with the right to authorize others to use, in any manner, all or any portion thereof or of a reproduction thereof. For purposes of clarity, I expressly waive any and all rights I may have in connection with my appearance and likeness.

I hereby waive any right of inspection or approval of my appearance or the uses to which such appearance may be put. I acknowledge that you will rely on this permission potentially, at substantial cost to you and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

Emergency contact name: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

By signing below, you agree to the terms and conditions mentioned above. If under the age of 18, a parent or guardian must sign on your behalf:

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_