

**BRUNDAGE MOUNTAIN COMPANY
MOUNTAIN BIKE RELEASE OF LIABILITY**

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

As a condition of being permitted access to mountain biking trails and related facilities and/ or renting certain equipment for mountain biking, I agree as follows:

1. I am at least 18 years of age (or, if younger, applicant must be accompanied by a parent or guardian who indicates his/her consent to the terms of this Release by signing below).
2. I warrant and represent that I am in good health and that I have no special problems or limitations that have not been listed on this form.
3. I agree and understand that mountain biking is a HAZARDOUS activity (hereinafter the "Activity"). Further, I recognize that there are risks, including, but not limited to, rocks of various sizes, uneven and/or slippery trail conditions, varying slopes, variations in terrain, bumps, stumps, forest growth, loose gravel and dirt, wet surfaces, holes and potholes, downed timber, debris, other bikes and vehicles and paved surfaces. I further understand that mountain biking is different than road biking. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly ASSUME and accept ANY AND ALL RISKS OF INJURY OR DEATH while participating in the Activity.
4. I hereby assume all risk which may be associated with and/or result from my involvement in such Activity and hereby hold harmless, release, indemnify and defend directors, agents, servants, and employees and insurers (hereinafter "Brundage"), of and from any liability claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by damages caused by the negligence and/or breach of warranty, express or implied, on the part of Brundage.
5. I understand that helmets are required and I agree to wear a helmet at all times.
6. I agree to defend, indemnify and hold harmless Brundage for and from any injury to other person(s) or property which I may cause as a result of engaging in the Activity.
7. I authorize Brundage and/or its authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if , in the opinion of such personnel, medical attention is needed for me. I agree that, upon my transport to any such medical facility or hospital, Brundage shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall defend, indemnify and hold harmless Brundage of and from any costs incurred herein.
8. If I am renting any equipment related to the Activity from Brundage:
 - a. I acknowledge that I will be the only person using said equipment during this rental period. I accept for use "as is" the equipment and accept full responsibility for the care of the equipment while it is in my possession.
 - b. I will be responsible for the replacement at full retail value of any said equipment not returned to Brundage. I acknowledge my obligation to return this equipment by the agreed date in clean condition and agree

to pay for any repairs in the event the equipment is damaged beyond normal wear and tear.

- c. I acknowledge that all instructions on the use of the equipment have been made clear to me and I understand the function of my equipment.
- 9. I agree that any and all disputes between Brundage and me arising from my participation in the Activity or my use of rented equipment, and including any claims for personal injury and/or death, will be governed by the laws of the State of Idaho and exclusive jurisdiction thereof will be in the district court residing in and for Valley County, Idaho.
- 10. I accept and acknowledge that first emergency response time may be delayed due to geographic location.
- 11. In the event any section of this release is found to unenforceable, the remaining terms shall be fully enforceable.
- 12. This Release shall be binding to the fullest extent permitted by law.
- 13. The Release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, administrators, and insurers, and may be pled by Brundage as a complete bar and defense against any claim, demand, action, or causes of action by me or on my behalf.

I/ WE HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN WITH FULL KNOWLEDGE OF IT SIGNIFICANCE.

Executed this ____ day of _____ 20____.

_____	_____
Customer/Renter Name (please print)	Name of Parent or Guardian (if applicable)
_____	_____
Customer Signature	Guardian Signature
_____	_____
Address	Child Name and Age
_____	_____
City, State, and Zip Code	Child Name and Age
_____	_____
Phone Number	Child Name and Age