

Name of Rider (please print):

Phone No.

Address:

Lodging Room No.

City:

State:

Zip Code:

SUNDANCE
Mountain Biking Release of Liability
PLEASE READ CAREFULLY BEFORE SIGNING!

I, the undersigned, in consideration of using the lift, rental of a bike, and/or mountain biking at and/or use of the Sundance Resort property and facilities, state that I have read and understand and hereby expressly accept and agree to the following:

- A. **Risk of Personal Injury.** I understand that the risks of mountain biking are numerous and include, but are not limited to, the following: DEATH, PARALYSIS, HEAD INJURIES, BROKEN BONES, CUTS, SCRAPES, DAMAGE TO BIKES, GEAR, AND CLOTHING, AND CAUSING DAMAGE TO AND/OR INJURING OTHERS; falling; loss of control; problems loading, unloading or riding the lift; encountering trees, limbs, brush, rocks, structures, ropes, barriers, and/or other man made or naturally occurring obstacles; encountering unpredictable terrain such as varying steepness, mud, holes, cliffs, gravel, narrow trails, and/or lack of trails; **negligence** of other riders, persons, or vehicles; and/or **negligent** actions of Sundance Partners, LTD., Sundance Development Corp., the Redford Family Nature and Wildlife Preserve, any owners of property ridden on, their officers, employees, or agents (herein collectively referred to as "**Sundance**").
- B. **Conditions and Representations.**
1. I have made no misrepresentations to **Sundance** in any regard, including, but not limited to, my height, weight, age, abilities, or biker type.
 2. All instructions for the use of any bike(s) or other biking equipment (the "Equipment") have been made clear to me, and I fully understand how to use the Equipment. I accept the Equipment for use as is, and accept full responsibility for the care of the Equipment while it is in my possession.
 3. I have a helmet or one has been provided to me and I will wear a helmet at all times. I understand that wearing a helmet may decrease the risk of head injury.
 4. My bike, or the rental bike, is working properly. I am physically and mentally able to ride the bike and I am familiar with mountain bike riding and its physical and mental requirements and risks involved.
 5. I will read and follow all instructions and signs. I agree that **Sundance** may revoke and/or confiscate my pass to ride and prevent my use of the mountain for unsafe or rude conduct or failure to obey instructions.
 6. If I have rented a bike from **Sundance** then I agree that I am fully responsible for all damage or loss to the bike and agree to pay for all repairs or for the replacement cost of the bike, if lost, stolen, or damaged.
- C. **Release of all Liability (including negligence).** I AGREE TO FULLY RELEASE AND DISCHARGE **SUNDANCE** FROM ANY LIABILITY for any damages, injuries, or claims, including any injuries or damages occurring from any negligence of **Sundance** to myself or any other person or property, as a result my participation in bike rental, using the lift, or mountain bike riding. I fully understand and agree to release **Sundance** for its negligence in causing in whole or in part any injury to me.
- D. **Express Assumption of Risks.** I EXPRESSLY ASSUME ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF PARTICIPATING IN BIKE RENTAL, RIDING THE LIFT, AND/OR MOUNTAIN BIKE RIDING, INCLUDING THE RISK OF **SUNDANCE'S** NEGLIGENCE.
- E. **Promise Not To Sue and Hold Harmless.** I AGREE NO LAWSUIT WILL BE FILED BY ME OR ON MY BEHALF AGAINST **SUNDANCE** as a result of my participation in bike rental, riding the lift, or in mountain bike riding. If I do file a lawsuit, I agree to pay any attorney fees, costs or judgments incurred by **Sundance** even if **Sundance** is found negligent. I FURTHER AGREE TO INDEMNIFY **SUNDANCE** AND HOLD IT HARMLESS FOR ANY DAMAGES, INJURIES, JUDGEMENTS OR LAWSUITS, including any attorney's fees and costs incurred by **Sundance** as a result of my participation in bike rental, riding the lift, or my participation in mountain bike riding or any lawsuits resulting from such participation. I agree my obligation to indemnify and hold **Sundance** harmless applies even if **Sundance** is negligent.

I understand this is a contract, which limits my legal right, and it is binding upon me, my heirs and legal representative. If portions of this agreement are invalid, it is agreed the remaining portions will remain intact and enforceable. By signing the Release of Liability the undersigned acknowledges s/he has fully read and understands the above and foregoing.

Signature of Rider:

Date:

Minors: Prospective participants under the age of 18 years are required to have a parent or legal guardian read and also sign this Release. The parent and the participant under 18 have read, understand and agree to comply with this Release. By signing this document, the parent agrees to each of the provisions above, including to indemnify and hold **Sundance**, its agents or employees harmless from any and all claims brought by the participant under 18 or resulting from the participant under 18's actions, whether **Sundance**, its agents or employees are negligent or not.

Signature of Parent/Guardian:

Relation to Rider:

Date: