



Bogus Basin Mountain Recreation Area

**MOUNTAIN BIKING WARNING, ASSUMPTION OF RISK AND
RELEASE OF LIABILITY AGREEMENT**

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

The person who is participating in mountain biking at Bogus Basin Recreation Area shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that participation in mountain biking, including, but not limited to, biking, hiking, jumping and traveling to and from activity sites (hereinafter collectively the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that falls, **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED agree and understand that risks include, but are not limited to: changing weather conditions, hidden obstacles, varying condition of trails, collisions, contact with wild animals, poisonous reptiles and plants, equipment failure, uneven, varying or rugged terrain, improper use of equipment, slipping, falling, falling rocks and debris, natural and manmade obstacles or hazards, ramps, jumps, the condition of the PARTICIPANT, dehydration, and high elevation. THE UNDERSIGNED acknowledge and understand that the description of activities and risks listed above are not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the ACTIVITY. By signing this release, THE UNDERSIGNED recognize that property loss, serious injury and death are all possible while participating in the ACTIVITY. **RECOGNIZING THE RISKS OF THE ACTIVITY, THE UNDERSIGNED UNDERSTAND AND EXPRESSLY ASSUME ALL RISKS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

In consideration of allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby agree to **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the ACTIVITY. Additionally, THE UNDERSIGNED agree to **RELEASE** Bogus Basin Recreational Association, Inc., its affiliated organization and companies, and each of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT's participation in the ACTIVITY, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE.**

THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right** to make a claim or **file a lawsuit** against any RELEASED PARTY.

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