



## 2021 HILLTOP BIKE PARK LIABILITY RELEASE FORM

NAME OF PARTICIPANT: \_\_\_\_\_ AGE: \_\_\_\_ D.O.B: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY/STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### PLEASE READ CAREFULLY \* THIS AGREEMENT LIMITS OUR LIABILITY

**\*If Participant is under 18 years of age, participant's parent or legal guardian must initial and sign. \***

**DEFINITIONS:** In this release Agreement, the term "Mountain Biking" shall include all activities, events, services, lifts or use of facilities provided, arranged or organized or conducted by the releases including but not limited to cycling, bike descents, mountain bike tours, bicycle camps, bike lessons, use of Hilltop Ski Area Bike Park, bicycle skills training, use of trails and roads, guided mountain bike activities, races, competitions, demonstrations and downhill or biker cross events.

I understand that mountain biking is a HAZARDOUS ACTIVITY. I understand that mountain biking and the use of bicycles, other equipment and lifts involves risk of injury to any and all parts of my body. I further understand that there are numerous risks and dangers inherent in the sport of mountain biking and other activities including but not limited to: the unevenness of the surface which contains rocks, bumps, ruts, stumps, tall and slippery grass or other vegetation, water bars, the steepness of the terrain, (all of which may or may not be visible) the possibility of becoming lost on the mountain, attacks by animals, insect bites or stings, collisions with other trail users, trees, poles, snow making facilities including manholes, water / air hydrants, or any other manmade or natural objects. I understand that having a Hilltop Ski Area employee present does not lessen the amount or severity of the risks of these activities. I understand that Hilltop is not responsible for my safety. It is further understood that participating in mountain bike competitions and / or events may be more HAZARDOUS than recreational mountain biking. Furthermore, I understand that I must keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment in variable weather and terrain conditions. I understand and accept that minor injuries may become life threatening emergencies when far away from others or convenient facilities. I further agree to abide by all instructions printed on the trail map, posted at lift stations or ticket outlets, or provided verbally by Hilltop staff or event staff.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THERE FROM.

I affirm I am physically fit to participate. I release and discharge Youth Exploring Adventure Inc; jointly and severally, doing business as "Hilltop Ski Area", their owners, members, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the released parties) from any and all claims, demands, actions and causes of actions, whether for property damage, personal injury, or death, arising from my participation in any aspect of any aspect of the event scheduled to be held at or near Hilltop Ski Area.

**NOTICE TO RIDERS, PARENTS AND GUARDIANS:** If you are new to the mountain biking program at Hilltop Ski Area or if you are signing this release agreement as the parent or guardian of a young rider, please take the time to review this document carefully and familiarize yourself with the mountain biking activities at Hilltop. Injuries are a common and expected part of mountain biking. Hilltop offers various levels of mountain biking terrain. More challenging terrain should not be attempted until the rider has the appropriate skill, experience, or equipment. Please speak to the Ticket Office for more information regarding mountain biking at Hilltop.

**SAFETY:** I have been advised to wear an approved helmet and other protective devices such as elbow/forearm and knee/shin armor when free riding or down-hilling. Use of a helmet is mandatory on all lift accessed bike trails, bike parks, or bike skill's training courses at Hilltop.

**COMPETITIONS:** I acknowledge that the risks, dangers, and hazards of Mountain Biking are increased during races, competitions, and contests, due to the competitive nature of the activity and the fact that there will be other participants on the course. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage, or loss resulting therefrom. This release and indemnity applies to each and every bike event at Hilltop over the course of the 2021 Bike Park Season.

**RELEASE OF LIABILITY:** I hereby release Youth Exploring Adventure Inc, jointly and severally, doing business as "Hilltop Ski Area", their owners, members, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the released parties), from any and all claims, liability, or causes of action of any kind, whether based on negligence or otherwise, for property damage, personal injury, or death, arising from or related to the participant's participation in any and all events scheduled to be held at or near Hilltop. I understand and agree that I may be participating in an event which will include aeriels, jumps, inverted aeriels, back flips, twists and turns. I understand that these maneuvers are inherently dangerous and risky and could result in my serious injury or death. I accept this risk and understand the consequences of my actions.

**INDEMNIFICATION:** I hereby agree to indemnify, defend and hold harmless, Youth Exploring Adventure Inc, jointly and severally, doing business as "Hilltop Ski Area", their owners, members,

parents, affiliated subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the indemnified parties), against any claim, liability, or cause of action of any kind, whether based on negligence or otherwise, for property damage, personal injury or death, made against the indemnified parties and arising from or related to the participant's participation in any and all or competitive events at or near Hilltop. I accept full responsibility for all medical expenses arising from or related to the participant's participation in any and all events at or near Hilltop.

**COVENANT NOT TO SUE:** I hereby covenant and agree I will never bring, authorize to be brought, or otherwise participate in any claim, suit, or cause of action of any kind, whether based on negligence or otherwise, for property damage, personal injury, or death, against Youth Exploring Adventure, their owners, members, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents arising from or related to the participant's participation in any and all events at or near Hilltop.

**I, the undersigned, have read, and understand this agreement prior to signing it and I am aware that by signing this release agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the release form, and agree to be bound by the terms of this liability agreement.**

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

**Participant's Signature:** \_\_\_\_\_

**Parent or Guardian Initials:** \_\_\_\_\_