

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

By signing this document you will waive or give up certain legal rights, including the right to sue.

Please read carefully!

PARTICIPANT'S INFORMATION:

Name: _____ Age: _____ Date of Birth: _____

Street: _____ City: _____ State: _____

Zip Code: _____ E-mail address: _____ Phone Number: _____

Emergency Contact Name: _____ Phone Number: _____

How did you hear about Highland? _____

DEFINITIONS

For the purposes of this agreement, the following terms shall be defined as follows:

The term "Releasees" shall mean the Owners and Operators of Highland Mountain Bike Park, Inc., and Gravity Mountain, Inc., their directors, officers, employees, guides, independent contractors, successors, agents, representatives and assigns.

The term "Mountain Biking" shall include all activities, services, transportation and use of facilities provided for or arranged by the Releasees including but not limited to: cycling; bike descents; mountain bike tours; training; use of trails and roads in the Recreation Area; races; competitions; instructional courses; Camp Programs or any other activity related to the riding of bicycles and any other vehicles (whether propelled by the rider thereof, self-propelled, or otherwise) including but not limited to: orientation and instructional session, transportation, accommodation and Recreational Activities in addition to bicycling, loading, unloading and travel in or movement around the Recreation Area; and all other activities in the Recreation Area. The term "Recreation Area" shall mean all areas constituting Highland Mountain Bike Park and Gravity Mountain, Inc. and all areas used by Highland Mountain Bike Park through its Camp Program.

The term "Camp Programs" shall mean all activities, programs, instruction, services, transportation, accommodations and use of facilities by Highland Mountain Bike Park's camp participants

ASSUMPTION OF RISKS

I acknowledge and accept that Mountain Biking involves risks, dangers and hazards in addition to those normally associated with bicycle riding and that injuries are a common and expected part of Mountain Biking. Mountain Biking at Highland Mountain Bike Park and Gravity Mountain takes place on steep and rugged terrain and will expose the rider/participant to many risks, dangers and hazards. The terrain may be uninspected, uncontrolled and unsafe due to constantly changing conditions. The inherent risks, hazards and dangers include but are not limited to the following:

- collision with other riders, vehicles, bicycles, trees, tree stumps, tree wells or other objects;
- the use of chairlifts and proximity to chairlifts, fences and other man-made structures;
- mechanical failure of equipment;
- rapid and uncontrolled acceleration on hills and inclines;
- changing weather conditions;
- unsafe terrain - including steep or slippery sections, cliffs, rocks, holes, or crevasses;
- extreme variation in cycling terrain;
- encounters with domestic and non domestic animals;
- Negligence of the part of the Releasees - including the failure to protect the participant from the risks, dangers and hazards of Mountain Biking or to predict whether the terrain is safe for Mountain Biking; and
- negligence of other riders.

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 therefrom. All of which may result in serious and permanent bodily injury or death to the rider/participant.

Initials: _____

Date: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of my participation in Mountain Biking at Highland Mountain Bike Park and Gravity Mountain and my use of the Recreation Areas, use of the equipment, services and facilities, I hereby agree as follows:

1. To waive any and all claims that I now have or may in the future have against the Releasees and to release the Releasees from any and all liability EVEN THAT WHICH IS DUE TO THE NEGLIGENCE OF THE RELEASEES for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer as a result of my participation in activities, including but not limited to Mountain Biking, on the premises of Highland Mountain Bike Park and Gravity Mountain DUE TO ANY CAUSE WHATSOEVER, INCLUDING THE NEGLIGENCE OF RELEASEES, NEGLIGENCE OF OTHER MOUNTAIN BIKERS, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING REFERRED TO ABOVE.
2. To hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from Participants participation in Mountain Biking or other activities within the Recreation Area.
3. This agreement shall be effective and binding upon Participant's heirs, next of kin, executors, administrators, assigns and representatives in the event of the Participant's death or incapacity.
4. This agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of New Hampshire without regard to the conflicts of law principles thereof; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the State of New Hampshire and shall be within the exclusive jurisdiction of the Courts of the State of New Hampshire.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Mountain Biking, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASES.

Signed this _____ day of _____, 2011. _____
Signature of Participant

I acknowledge and certify that I am at least 18 year old, have read this Release of Liability, Waiver of claims and Indemnity Agreement and fully understand its terms.

I have watched the Highland Mountain Bike Park awareness video and I have a clear understanding of the type of terrain I am likely to encounter while riding at the park.

Witness

Signature of Participant