



**2018 Summer Mountain Biking  
Release of Liability  
Exercise Caution and be Careful**

Participant Name: \_\_\_\_\_ Age (if under 18): \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**PLEASE READ AND SIGN THE BACK OF THIS FORM**

I, the undersigned, in consideration for any or all of the following: rental of a bike, any associated equipment ("Rental Equipment"), use of the biking trails, use of the chair lift, participating in Brian Head Resort's Mountain Bike Lessons, and engaging in all other activities and use of all other facilities at Brian Head Resort (generally referred to herein as the "Activities"), hereby expressly accept, agree, and understand the following:

A. **Conditions.** I represent and agree that: While biking, I will wear a helmet at all times; the bike is working properly and I am familiar with its functions; I am physically and mentally able to participate in the Activities; I will read and follow all instructions and signs. Further, if I am participating in the Mountain Bike Lessons, I am aware that the lesson will include participation in mountain bike skills such as downhill flow riding, cornering, braking and other physically strenuous movements required to control a mountain bike on natural surface trails and man-made features. I agree that Brian Head Resort, without reimbursement, may revoke my engaging in the Activities for unsafe or rude conduct, or failure to obey instructions. I agree that I am fully responsible for all damage to or loss of any Rental Equipment, and agree to pay for all repairs or for the cost of the Rental Equipment if lost or stolen at full retail value. **I agree that there are no express or implied warranties of merchantability or fitness for purpose provided, and I accept the Rental Equipment "AS IS." I will fully inspect all rental equipment for proper operation.**

B. **Express Assumption of Risks of Personal Injury. The Activities are not safe and involve significant hazards.** A person who participates in the Activities may incur injuries, including death, paralysis, head injuries, and broken bones. The risks include, but are not limited to: (i) falling; (ii) loss of control; (iii) problems loading, unloading, or riding the chair lift; (iv) trees, rocks, structures (natural and man-made) (and collisions with any of the foregoing), varying terrain, steepness, mud, holes, cliffs, gravel, lightning, weather and narrow trails; (v) negligence of other riders, hikers, or vehicles, including collisions; (vi) getting lost or equipment failure; and/or (vii) **negligent actions of Brian Head Acquisition Partners, LLC, owners of property ridden on, their members, officers, employees, or agents (collectively referred to herein as "Brian Head Resort")**. I expressly agree to assume all risks of any loss, damage, or injury resulting in any way from the Activities including any **to the fullest extent allowed by law,** negligence on Brian Head Resort's behalf. The risks exist over the entire mountain and surrounding trail networks, and I agree to watch for and use common sense while participating in the Activities.

C. **Release of all Liability (Including Negligence).** To the fullest extent allowed by law, I agree to fully release Brian Head Resort from all liability for damages, injuries, or claims, **including any from the negligence of Brian Head Resort** to myself or any other person or property, related in any way from my participation in the Activities and all transportation or rental of equipment. I represent and agree that I am providing a full and general release to Brian Head Resort.

D. **No Lawsuit/Hold Harmless.** To the fullest extent allowed by law, I agree not to file any lawsuit against Brian Head Resort, and to indemnify Brian Head Resort and hold it harmless for any damages, injuries, judgments, or lawsuits **relating to** my participation in the Activities, or my rental of equipment. I agree that my obligation not to sue and to indemnify and hold Brian Head Resort harmless applies **even if Brian Head Resort is negligent** and includes repayment of all attorneys' fees and cost incurred by Brian Head Resort. I agree that any lawsuit that I file against Brian Head Resort shall be filed in Utah courts and that Utah law shall apply.

E. **By signing below, I also agree and acknowledge that:** (i) I have test ridden the rental bike(s); (ii) the rental bike(s) is in good mechanical condition and operating properly; (iii) I understand the function of the Rental Equipment; and (iv) all instructions on the use of the Rental Equipment have been made clear to me and I understand the function of the Rental Equipment. Such instructions include, but are not limited to: (i) bike(s) size selection and adjustment; (ii) general Rental Equipment operation; (iii) quick release mechanisms, if applicable; (iv) brakes and gear mechanisms; (v) tire pressure; (vi) shock adjustment; and (vii) helmet(s). If I experience any mechanical problems then I agree to stop using the equipment immediately and seek repairs.

