



SUGAR MOUNTAIN RESORT

**MOUNTAIN BIKING RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**Participant:** *(Please Print)* \_\_\_\_\_ **Age:** \_\_\_\_\_

In consideration of the permission to use the roads, trails and facilities at Sugar Mountain Resort, I agree, for myself and/or my child to the following:

1. I agree, for myself and/or my child, to **RELEASE AND NOT TO SUE, forever indemnify, defend, and hold harmless SUGAR MOUNTAIN RESORT, INC., SUGAR MOUNTAIN SKI RESORT, LLC** and their owners, instructors, officers, directors, volunteers, employees, affiliates, agents and assigns, (collectively as "RELEASEES") from liability for any and all loss or damage to myself or to my child or my or my child's property resulting from the RELEASEES' **NEGLIGENCE** or any other cause. I understand that the RELEASEES are not responsible for the consequences of their own **NEGLIGENCE**, that is, their failure to use reasonable care in any way. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury and death in connection with my or my child's use of the RELEASEES' facilities and participation in mountain biking.
2. For myself and my child, I agree to **RELEASE AND NOT TO SUE, indemnify, defend, and hold harmless** the RELEASEES from any and all loss or damage that I or my child may cause to persons or property while using the facilities and participating in the activity of mountain biking. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may in any way arise out of use of the roads, trails and facilities.
3. **WARNING AND ACCEPTANCE OF RISKS** - The activity of mountain biking, whether recreational or competitive, presents many unique challenges heightened by the rough ever-changing riding surface. It is an inherently dangerous activity with risks too numerous to list, which includes but is not limited to the steep, slippery, uneven condition of roads and trails which contain rocks, trees, ledges, soft sand, mud, slippery grass, water bars and other bumps, ruts, stumps, brush (all of which can be hidden or obscured by vegetation), collisions with other bikers, pedestrians and mountain vehicles or other manmade objects on the mountain, including snow making equipment, towers, racing gates and finish line equipment; and the failure of bike components. Falls are a common occurrence of the activity. Always proceed cautiously and walk your bike whenever conditions warrant. Mountain biking equipment must be in excellent working condition, but even a recently tuned bike can develop problems on the trail. **WHEN IN DOUBT, WALK!** **Initials:** \_\_\_\_\_
4. I hereby certify that I and/or my child are physically fit and have no medical conditions or allergies that affect my ability to participate in mountain biking. I fully understand that RELEASEES are not responsible for my or my child's medical bills and they must be submitted through my personal health insurance plan. **Initials:** \_\_\_\_\_
5. I recognize that I and or my child must abide by the rules of mountain biking, I and or my child agree to continuously inspect the area while riding, obey the instructions provided, and obey all posted notices, signs and warnings. If I or my child feels unsafe for any reason, we will immediately advise the RELEASEES and leave the area. **Initials:** \_\_\_\_\_
6. This Agreement is intended to comply with the laws of the State of North Carolina to the extent allowed by law. If any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree and understand that any claim or lawsuit against the RELEASEES may only be brought in the Superior Court of Avery County, where the resort is located.

**I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT MY SIGNATURE BELOW EXPRESSLY WAIVES ANY RIGHTS I HAVE TO BRING A CLAIM AGAINST OR SUE THE RELEASEES FOR INJURIES OR DAMAGES. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME, MY HEIRS, AND LEGAL REPRESENTATIVES.**

_____ SIGNATURE OF PARTICIPANT	_____ PARTICIPANT'S PRINTED NAME	_____ DATE
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Participants Under 18 Years of Age: As parent/guardian signing this agreement for the above named minor, I acknowledge and agree that I have read the above Release of Liability and that by signing this Release on behalf of the minor, I and the minor agree to be bound by its terms. I hereby agree to **release from liability, not sue**, forever discharge, indemnify and hold harmless RELEASEES for any claim or suit arising out of said minor's participation in mountain biking and use of the facilities at Sugar Mountain.

_____ SIGNATURE OF PARENT OR GUARDIAN	_____ DATE
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