

OUTDOOR ADVENTURE KIDS LLC - Waiver

PLEASE CAREFULLY READ THE FOLLOWING RULES OF THE TRAIL

Ride Open Trails - Respect trail and road closures.

Leave No Trace - Be respectful of the trail and the surrounding environment. Pack out at least as much as you pack in.

Control Your Bicycle - Ride within your limits and always stay in control of your bicycle. Know when to get off and walk if the trail becomes too steep and/or technical. Let the coach know if the trail you are on is too technical/advanced for you.

Yield Appropriately - Cyclists going downhill should yield to cyclists going uphill. Cyclists should yield to other non-motorized trail users. Try to anticipate other trail users as you ride around corners. Do your best to warn other trail users with a friendly greeting or bell.

Never Scare Animals - Give animals enough room and time to adjust to you. Never approach animals unannounced and take special care with trail users on horseback or with cattle in pastures.

Plan Ahead - Keep your bicycle and equipment in good mechanical condition and carry the necessary supplies to be prepared for changing weather conditions. Always wear your helmet and other appropriate safety gear.

BIKER RESPONSIBILITY CODE

Check your helmet and safety gear for cracks and damage, and make sure it is properly fitted before each ride.

Carefully inspect your bicycle before each ride for cracks and damaged areas.

Ensure that your brakes are working properly and that you have sufficient brake pads for the entire length of the ride.

Check that your wheels are properly fitted and tightened to your frame and fork.

Your handlebars, grips, stem, seat post, saddle, and headset should be properly tightened with no free-play or ability to spin.

Check that your tires are in good condition with no tears or cuts, and that they are properly inflated.

TO: OUTDOOR ADVENTURE KIDS LLC and its directors, officers, employees, agents, independent contractors, subcontractors, coaches, representatives, successors, assigns, volunteers, sponsors, promoters, and advertisers (all of whom are hereafter collectively referred to as "THE RELEASEES")

DEFINITIONS

In this Release Agreement, the terms "mountain biking," "hiking" and "coached ride/instruction/camp" shall refer to and include all activities, events, services, or use of facilities provided, arranged, organized or conducted by the Releasees, including, but not limited to the following: mountain biking, hiking, use of roads and trails, and other such activities, events and services in any way connected with or related to those activities.

Participant and/or Guardian Initials_____

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I FULLY UNDERSTAND that injuries are a common and expected part of mountain biking and hiking. Mountain biking and hiking with OUTDOOR ADVENTURE KIDS LLC takes place on steep and rugged terrain and features that are both technically and physically challenging and will expose the rider/participant to many dangers, hazards and risks. The risks associated with mountain biking, hiking and mountain biking coached rides, coached hikes and instruction include, by way of example and not limitation, the following: trips, falls, collisions with other cyclists, pedestrians, vehicles, fixed or moving objects; falls; loss of balance, high speed descents, rapid, or uncontrolled acceleration on hills and inclines, difficulty or inability to control one's speed and direction, becoming lost or separated from the coaches or other participants; equipment failures and malfunctions; failure to negotiate obstacles and hazards, both marked and unmarked, including roots, logs, ruts, holes, potholes, rocks, stones, sand, gravel, mud, water, cliffs, oil and/or other objects on the ground or in the trail, variations or steepness in terrain; slippery terrain, constructed features such as bridges, ramps, ladders, bumps, berms and drops; varying visibility; fatigue; exhaustion; dehydration; heatstroke; hypothermia; high altitude; varying weather conditions, encounters with wild or other animals; risks associated with impure water and/or food; civil unrest, terrorism, criminal activity; stolen, lost, damaged or misplaced luggage or property. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in property damage, illness, injury, or death.

I ACKNOWLEDGE that (a) mountain biking and hiking are inherently dangerous sports in which I participate at my own risk; (b) the mountain biking ride or hike involves risks and dangers or property damage, illness, serious bodily injury, including permanent disability, paralysis, and death, (c) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participants on the trip, the NEGLIGENCE ON THE PART OF OUTDOOR ADVENTURE KIDS LLC OR THEIR STAFF INCLUDING THE FAILURE ON THE PART OF OUTDOOR ADVENTURE KIDS LLC OR THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISK, DANGERS AND HAZARDS OF THE MOUNTAIN BIKING RIDE, HIKE OR INSTRUCTION, or the condition in which the ride or hike takes place.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE MOUNTAIN BIKING RIDE, HIKE OR INSTRUCTION AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THERE FROM SAFETY AND MISCELLANEOUS MATTERS:

I acknowledge that I have been advised to wear an approved helmet while mountain biking. I agree and acknowledge that it is my responsibility to ensure that my equipment is in good and safe working order. I agree to follow all other written and verbal trip safety rules presented to me by OUTDOOR ADVENTURE KIDS LLC .

I acknowledge that OUTDOOR ADVENTURE KIDS LLC reserves the right to decline accepting or retaining any ride/hike/camp/instruction participant whose health or actions in OUTDOOR ADVENTURE KIDS LLC ' sole judgement impedes the operation of a trip or the welfare or enjoyment of fellow participants.

I understand the nature of the mountain biking or hiking trip and represent that I am qualified to participate in such activity. I further acknowledge and accept that it is my responsibility to consult with my own personal physician about my physical health, fitness, and ability to participate in the mountain biking trip or hiking trip and will do so before participating in the activity.

Participant and/or Guardian Initials_____

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I hereby unconditionally and irrevocably consent, authorize and grant OUTDOOR ADVENTURE KIDS LLC the all necessary authority, right and license and permission to use photographs, audio and/or video recordings, or other forms of recordings that capture my image, likeness and/or voice (or all of these) which are associated with my trip, (collectively hereinafter referred to as "images"), in which I may be included in whole or in part, in any manner or media, including print, broadcast, internet media, direct marketing channels, downloadable content and applications, and all other technologies now known or hereafter developed. The images may be used or exploited for any commercial or non-commercial purpose whatsoever, and may be altered, modified, changed, combined or incorporated into other works. I hereby relinquish any rights that I may have in the Images. (including privacy, personality and publicity rights). No fees or other compensation whatsoever will be provided to me for or in connection with use of the Images. I hereby release OUTDOOR ADVENTURE KIDS LLC their respective licensees, assigns, representatives and agents from any and all claims which I may now or in the future have relating to the ownership, reproductions, display, distribution or other use of the Images.

In consideration of my participation in the OUTDOOR ADVENTURE KIDS LLC mountain biking ride/instruction/camp and my use of services, equipment and facilities with OUTDOOR ADVENTURE KIDS LLC, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability 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 a OUTDOOR ADVENTURE KIDS LLC mountain biking ride/hike/instruction/camp. DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING AND HIKING REFERRED TO ABOVE.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party, resulting from my participation in the mountain biking or hiking trip.

This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees about the mountain biking trip or hiking trip other than that what is set forth in this Release Agreement.

I agree that if any portion of this Release Agreement is found to be void or unenforceable by the Releasees, the remaining portions shall remain in full force and effect.

Participant and/or Guardian Initials_____

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I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE 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 RELEASEES.

Full Name of Participant: _____ Signature: _____

Full Name of Guardian: _____ Guardian Signature: _____

Date: _____

Participant and/or Guardian Initials _____