

WHISTLER MOUNTAIN BIKE REGISTRATION FORM AND INDEMNITY AGREEMENT

PARTICIPANT DETAILS

FIRST NAME _____

LAST NAME _____

STREET ADDRESS _____ STATE _____

Email ADDRESS: _____

Please state whether you have/have not had any of the following conditions:

IF UNDER 18 YEARS, PLEASE CHECK: _____

*IF YES, PARENT OR LEGAL GUARDIAN MUST CO-SIGN THIS FORM

EMERGENCY CONTACT NAME: _____

DEFINITIONS: "The term ""mountain biking"" shall include all activities, services and use of the Multi-Use Trails at Walking Purchase Park either provided by or arranged by the Township of Salisbury, County of Lehigh and City of Allentown, collectively referred as the "Owners", that is in any way related to the riding of bicycles including, but not limited to: transportation, accommodations 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."

ASSUMPTION OF RISKS, TERRAIN, WILDERNESS TRAVEL, WEATHER, ETC.:

I am aware that mountain biking involves risks, dangers and hazards in addition to those normally associated with bicycle riding. I acknowledge and accept that the Owners and their employees may fail to predict whether the terrain is safe for mountain biking. The terrain used for mountain biking is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to: ice and snow; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions; cliffs; variable conditions; crevasses; road banks, fences, and other man-made structures; impact or collision with other riders; the failure to bicycle safely or within one's own ability or within designated areas; negligence of other cyclists; and negligence on the part of the Owners and their employees, including the failure of the Owners and their employees to safeguard or protect me from the risks, dangers and hazards of mountain biking. Communication in mountain terrain is difficult, and in the event of an accident, rescue and medical treatment may not be available. 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.

INDEMNITY AGREEMENT

In consideration of being permitted to enter Whistler Park for the use of the Multi-Use Trails, parking area and other areas appurtenant to any area where any activity related to bicycle use is permitted, or being permitted, each of the undersigned, for him/herself, his/her personal representatives, heirs and next of kin, hereby acknowledges, agrees and represents that he/her has, or will immediately upon entering Walking Purchase Park, and will continuously thereafter, inspect such areas and all portions thereof which he/she enters and comes in contact, and he/she does further warrant that his/her entry upon such restricted area(s) and his/her participation, if any, in the event constitutes an acknowledgment that he/she has inspected such restricted area and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about a restricted area and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the restricted areas. Further, the undersigned:

1. Hereby releases, waives, discharges and covenants not to sue the Owners, their officers and employees, or Organizations approved to complete trail maintenance, their officers and members, for all of the purposes herein stated shall be collectively referred to as the "Releasees", from all liability to the undersigned, his/her personal representatives, assigned heirs, and next of kin for any and all loss and damage, and any claim or demands therefore on account of injury to the person or property, resulting in death of the undersigned, whether observing, working for, or any purpose participating in the event; and

2. Hereby releases, waives, discharges and covenants not to sue the Owners and lessees of premises used to conduct the event and each of them, their officers and employees, or Organizations approved to complete trail maintenance, their officers and members, for all of the purposes herein stated shall be collectively referred to as the "Releasees", from all liability to the undersigned, his/her personal representatives, assigned heirs, and next of kin for any and all loss and damage, and any claim or demands therefore on account of injury to the person or property resulting in death of the undersigned, whether observing, working for, or for any purpose while participating in the event. Each of the undersigned further expressly agrees that the forgoing release, waiver and indemnity agreement is intended to be broad and inclusive as is permitted by law and shall continue in full legal force and effect. 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 expressly set forth in this Agreement.

I, THE UNDERSIGNED, CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT; 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 RELEASEES.

If the Participant's age is below age 18:

The undersigned hereby acknowledges that he or she is the parent or legal guardian of the Participant whose name appears herein, that the undersigned has read the foregoing Agreement and that by signing this Agreement on behalf of the Participant named herein and him/herself, the Participant named below and the undersigned agree to be bound by all of its terms.

Signature of Participant

Signature of Parent/Legal Guardian