



# BUCK HILL

## MOUNTAIN BIKE RELEASE OF LIABILITY

### PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

As a condition of being permitted access to mountain biking trails during this entire season and each time I visit Buck Hill and related facilities and/or renting certain equipment for mountain biking, I agree as follows:

1. I am at least 18 years of age (or, if younger, applicant must be accompanied by a parent or guardian who indicates his/her consent to the terms of this Release by signing below).
2. I agree and understand that mountain biking is a **HAZARDOUS** activity and that there are risks, including, but not limited to, rocks of various sizes, uneven and/or slippery trail conditions, varying slopes, variations in terrain, bumps, stumps, forest growth, loose gravel and dirt, wet surfaces, holes and potholes, downed timber, debris, other bikes, man-made wooden boardwalks and similar features, and vehicles and paved surfaces. I understand that mountain biking is different than road biking. In using a chairlift, I understand there is a risk of falling and risks of injury from loading and unloading. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly **ASSUME** and accept **ANY AND ALL RISKS OF INJURY OR DEATH** while participating in the Activity.
3. **I RELEASE, HOLD HARMLESS, AND INDEMNIFY** Buck Hill of and from any liability claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained caused by the negligence and/or breach of warranty, express or implied, on the part of Buck Hill. This Release does not apply to actions greater than ordinary negligence.
4. I understand that helmets are required, and I agree to wear a helmet at all times.
5. I agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** Buck Hill for and from any injury to other person(s) or property which I may cause as a result of engaging in the Activity.
6. If I am renting any equipment related to the Activity from Buck Hill,
  - a. I acknowledge that I will be the only person using this equipment during this rental period. I accept for use "as is" the equipment and accept full responsibility for the care of the equipment while it is in my possession.
  - b. I will be responsible for the replacement at full retail value of any said equipment not returned to Buck Hill. I acknowledge my obligation to return this equipment

by the agreed date in clean condition and agree to pay for any repairs in the event the equipment is damaged beyond normal wear and tear.

- c. I acknowledge that all instructions on the use of the equipment have been made clear to me and I understand the function of my equipment.
7. I agree that any and all disputes between Buck Hill and myself arising from my participation in the Activity or my use of rented equipment, and including any claims for personal injury and/or death, will be governed by the laws of the State of Minnesota and exclusive jurisdiction thereof will be in the district court residing in and for Dakota County, Minnesota.
8. In the event any section of this Release is found to be unenforceable, the remaining terms shall be fully enforceable.
9. To the extent I am signing on behalf of a minor, I hereby release Buck Hill from any and all liability for personal injury, death or property damage sustained by the minor which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or the minor's participation in skiing, snowboarding or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.
10. I further agree to defend, indemnify and hold harmless Buck Hill from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to personal injury, death or property damage arising from my or a minor on whose behalf I signed, participation in skiing, snowboarding or other activities at Buck Hill. I promise not to sue the Buck Hill and further agree that if anyone is physically injured or property is damaged while I am engaged in any activity at Buck Hill I will have no right to make a claim or file a lawsuit against the Buck Hill. I agree to defend and indemnify the [Ski Area] for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause.

**I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Date

**Parent/Guardian:** If the participant is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

\_\_\_\_\_  
Parent/Guardian's Signature

\_\_\_\_\_  
Parent/Guardian's Printed Name

\_\_\_\_\_  
Date