

Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement – Maine Mountain Bike Adventures, LLC

In consideration of the services of Maine Mountain Bike Adventures, LLC, its agents, owners, officers, volunteers, participants, employees, sales agents, subcontractors and all other persons or entities acting in any capacity on its behalf (**hereinafter collectively “MMBA, LLC”**), I hereby agree to release and discharge MMBA, LLC on behalf of myself, my parents, my heirs, assigns, personal representative and estate as follows:

1. **Inherent Risks:** I acknowledge that any adventure activity such as biking, hiking, and any other incidental activities, entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to myself, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of adventure activities is derived in part from inherent risks incurred by activity beyond the accepted safety of life at home or in my normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I also understand and acknowledge that failing to use or properly use safety type equipment increases my risk of injury or of not surviving an accident or incident while participating in these activities.

The inherent risks associated with the adventure activities in which I am about to participate include, but are not limited to: encountering uneven, unlevel, and slippery dirt roads and trails of various grades; the possibility that I will be jolted, jarred, bounced or thrown from a bike, or otherwise experience a crash, while riding or engaging in similar activities; and, the possibility that I will encounter other bike or vehicle traffic. I acknowledge that I can slip or fall during biking, hiking and any other incidental activities. I understand that the areas in which I might participate in these activities sometimes hide dangerous obstacles such as tree wells, tree stumps, creeks, rocks and boulders, forest dead fall, etc. I acknowledge that changing weather conditions, storms or even lightening are possible, and that exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, hypothermia, or fatigue, some or all of which may diminish my or the other participants' ability to react or respond. I may encounter dangerous wildlife, insects, etc. I understand that communication in the terrain in which these activities occur may be difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

MMBA, LLC is unaware of my fitness level or abilities. MMBA, LLC may misjudge the weather, the elements, or the terrain. MMBA, LLC may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions due to language issues. I specifically acknowledge that decisions made by MMBA, LLC and participants are often made in wilderness/remote/dangerous settings and are made based on often imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that cannot and should not be associated with fault at a later point in time. **I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in MMBA, LLC events/activities.**

2. **Express Assumption of Risk:** As lawful consideration for being allowed to participate in activities offered by MMBA, LLC, I expressly agree and promise on behalf of myself to accept and assume all the risks existing in these activities. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will.
3. **Release and Waiver of Rights Including for Claims of NEGLIGENCE:** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MMBA, LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in these activities or my use of MMBA, LLC's equipment or facilities, including any such claims which allege negligent acts or omissions of MMBA, LLC.

4. **Indemnity:** Should MMBA, LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to be responsible to indemnify and hold it harmless and pay for any such fees and costs.
5. **Personal Skill & Insurance:** I certify that I have sufficient skill and fitness to participate in the activities offered by MMBA, LLC. I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.
6. **Medical Issues:** I agree that, in the event that MMBA, LLC deems it necessary to administer emergency first aid or CPR or to remove me from its activities or premises to seek emergency medical care for me, by signing this document I am giving MMBA, LLC permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the field. By signing this document, I am waiving any right to object to or bring any type of action or claim against MMBA, LLC for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health related person who becomes involved in my care or removal from MMBA, LLC activities.
7. **Photographic Assignment:** I understand that MMBA, LLC reserves the right to take photographic or film (of whatsoever nature) records of any or all of its activities or trips and I hereby agree that MMBA, LLC may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest that I may have in or to any and all media in which my name or likeness might be used by MMBA, LLC.
8. **Release as Contract and Personal Capacity:** I expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I am signing it of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this document and that there are no other impediments or reasons why I would lack the capacity to enter into this contract with MMBA, LLC.
9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.:** In the event I file a lawsuit against MMBA, LLC, I agree to do so solely in the State of Maine, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I agree to submit to the jurisdiction of the Maine courts. I agree that if any portion of this Agreement/Contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this release contract can be used as if it were the original. I understand that this document constitutes the entire Agreement/Contract between myself and MMBA, LLC and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this Agreement/Contract.

By signing this document, I acknowledge that if I am hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MMBA, LLC on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: _____ Printed Name: _____

Email: _____ Address: _____ City: _____

State: _____ Postal Code: _____ Country: _____ Date of Birth: ____ / ____ / ____

Phone: _____ Today's Date: ____ / ____ / ____ Order Number: _____

Parents or Guardians Additional Signature (Must be completed for participants under 18 years of age)

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I/we believe and represent that I/we have the legal authority to sign this Agreement/Contract. I/we understand and acknowledge that MMBA, LLC relies to its detriment on this representation/agreement. In consideration of my child or ward ("Minor") being permitted by MMBA, LLC to participate in its programs or activities, I further agree to hold harmless MMBA, LLC and assume all risks from any/all claims which are brought by, or on behalf of the minor child listed below, and which are in any way connected with his/her use or participation.

Parent/Guardian Signature: _____

Printed Name: _____ Date: ____ / ____ / ____

Parent/Guardian Signature: _____

Printed Name: _____ Date: ____ / ____ / ____

Email: _____ Phone: _____

Address: _____ City: _____

State: _____ Country: _____ Postal Code: _____