



IDAHO SMOKY MOUNTAIN LODGE, LLC

Participant Name:

**PARTICIPANT ACKNOWLEDGMENT OF RISK,
ASSUMPTION OF RISK, CONSENT, AND RELEASE OF LIABILITY**

In consideration of the Participant being permitted to participate in the biking activities and the related activities and services provided by IDAHO SMOKY MOUNTAIN LODGE, LLC, dba BIKE RANCH (hereinafter "BIKE RANCH") and its guides, together with its agents, employees, members, and any and all other persons associated or affiliated with the same, I hereby acknowledge, accept, assume, consent, and agree, as follows:

1. DEFINITIONS. In this Agreement, the term "biking" refers to and includes all activities, events, services, or use of equipment or facilities provided, arranged, organized or conducted by Bike Ranch. This includes, but is not limited to, the following: road biking, cross biking and mountain biking, including biking on BMX and pump park terrain, bikes and other equipment used for road, cross and mountain biking, hiking, transfers by various means of transportation, use of roads and trails, food and lodging, and other such activities, events and services in any way connected with or related to those activities provided by Bike Ranch, wherever those activities may take place, whether on private property or public property.

2. ACKNOWLEDGMENT OF INHERENT RISKS OF PARTICIPATION.

The sport of biking is a hazardous activity, regardless of all feasible safety measures which can be taken. I expressly acknowledge and assume the risk of, and legal responsibility for, any injury to person or property (including myself and my own) resulting from my participation in this biking activity. I have the sole individual responsibility for knowing the range of my own ability, and it is my duty to abide by the Bicycle Rider Responsibility Code; to make sure I go through the Checklist before I ride; to bike within the limits of my ability; to maintain reasonable control of my speed and course at all times; to heed all direction, instruction, and warnings provided by Bike Ranch; and to refrain from biking or otherwise acting in a manner which may cause or contribute to the injury of myself or others. The responsibility for collisions by me while biking with any other person or object is solely mine, and not that of Bike Ranch.

Although Bike Ranch has taken reasonable steps to provide me with appropriate equipment and skilled guides so that I can enjoy an activity for which I may not be skilled, biking entails risks, both known and unknown, foreseeable and unforeseeable, that could result in physical or emotional injury or death to me or damage to my property, or to other third parties. I understand and acknowledge that the enjoyment and excitement of mountainous, desert, and wilderness adventure activities, such as biking, is derived in part from the inherent risks incurred by travel, biking, and activity beyond the accepted safety of life at home or in my normal day-to-day activities. I further understand and acknowledge that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

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Bike Ranch guides, agents and employees have difficult jobs to perform. They seek safety, but are not infallible. They are only able to rely upon the representations of the participants regarding fitness, ability, physical condition, and ongoing condition of equipment. They may misjudge weather conditions, the elements, or the terrain and the equipment used may malfunction.

Bike Ranch may provide ground or air transportation that is incidental to the activity. Bike Ranch is not a "common carrier" but rather *is* in the business providing biking adventure trips. In addition to biking, transport by car, van, bus, or other vehicle may be provided by Bike Ranch or its independent contractors, and may involve errors in judgment by Bike Ranch and/or its independent contractors. The vehicles and/or transport trailers may malfunction, break down or be poorly maintained, causing injury, property loss, and, in extreme cases, death.

3. ACCEPTANCE, ASSUMPTION OF AND CONSENT TO RISKS AND RELEASE.

I HEREBY EXPRESSLY ACCEPT AND ASSUME FULL RESPONSIBILITY FOR MYSELF FOR ANY BODILY INJURY, DEATH, OR LOSS OF PROPERTY AND EXPENSE AS A RESULT OF ALL INHERENT RISKS AND DANGERS OF BIKING, BOTH KNOWN OR UNKNOWN. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO, THOSE CREATED BY ANY NEGLIGENCE ON MY PART, ON PART OF MY FELLOW PARTICIPANTS OR ON THE PART OF BIKE RANCH WHILE PARTICIPATING IN THIS ACTIVITY.

MY PARTICIPATION IN BIKING IS VOLUNTARY AND I CONSENT AND ELECT TO PARTICIPATE IN THIS ACTIVITY IN SPITE OF ALL OF THE INHERENT RISKS INVOLVED.

IN CONSIDERATION OF BIKE RANCH ACCEPTING MY PARTICIPATION IN BIKING, I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE BIKE RANCH FROM ANY LIABILITY AND AGREE NOT TO SUE, BUT TO HOLD HARMLESS AND INDEMNIFY BIKE RANCH FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR ANY OTHER LOSS TO MYSELF ARISING OUT OF OR RESULTING FROM MY PARTICIPATION IN BIKING OR ANY OTHER ACTIVITY IN ANY WAY RELATED TO THE ACTIVITIES PROVIDED BY BIKE RANCH, INCLUDING MY TRAVELING TO AND RETURNING FROM SUCH ACTIVITIES.

4. MEDICAL.

I represent that I possess sufficient skill, health, and fitness to participate in the biking activities provided by BIKE RANCH. I assume and agree to bear any and all costs of any and all risks that may be created by a condition from which I might suffer. I have adequate insurance and/or financial means to cover any injury, damage, or emergency transportation costs that I may cause or sustain while participating in this activity.

I further agree that in the event that BIKE RANCH deems it necessary to administer emergency first aid or CPR, to seek emergency medical care on my behalf, or to remove me from the activity, whether on premises or in the field, BIKE RANCH is hereby permitted and authorized to: (1) administer emergency first aid or CPR to me; (2) or secure appropriate emergency medical transport or care and/or disclose any medical information it may have about me to any medical services provider which may become involved in my care, treatment, and/or removal from the premises or the field. By signing this document, I expressly consent to BIKE RANCH's performance of any of the actions contained within this section, and those additional actions reasonably necessary and proper to handle a medical emergency.

5. PHOTOGRAPHIC RELEASE AND ASSIGNMENT. BIKE RANCH reserves the right to take photographic or moving picture records (by whatever media) of any or all of the activities conducted within its premises or out in the field, including records showing me. I agree that BIKE RANCH may use such records for promotional and/or commercial purposes without my further consent and without any remuneration to me. I also hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by BIKE RANCH.

6. MISCELLANEOUS. I agree that the terms and conditions of this Agreement are contractual and not merely recitals. I agree that if any portion of this Agreement is found to be void or otherwise unenforceable, the remaining portions of this Agreement shall remain in full force and effect. This Agreement contains the entire agreement between me and BIKE RANCH. I am not relying upon any oral, written, or visual representation of statements made by BIKE RANCH, including, but not limited to, those made in its brochures or other promotional materials, to induce me into participating in this activity. This Agreement is valid and binding upon me, as well as any and all of my family members, heirs, representatives, executors, successors and assigns. The use of the term "Bike Ranch" herein shall include its guides, together with its agents, employees, members, and any and all other persons associated or affiliated with the same.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS BY THIS RELEASE THAT I OTHERWISE MAY HAVE. I SIGN THIS RELEASE OF LIABILITY FREELY AND VOLUNTARILY.

Participant Signature: _____ Date: _____

Printed Name: _____

Age: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Emergency Contact: _____

Emergency Contact Phone: _____

Witness Signature: _____ Date: _____

Printed Name: _____

Parent or Legal Guardian 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 represent and warrant that I/we have the legal authority and capacity to execute this Agreement. I/We understand and acknowledge that Bike Ranch relies to its detriment on this representation and that it would not allow the minor child to participate in its programs or activities without this representation.

I/WE ASSUME AND ACCEPT FULL RESPONSIBILITY FOR THE MINOR CHILD IN MY/OUR CARE, CUSTODY, OR CONTROL FOR BODILY INJURY, DEATH, OR LOSS OF PROPERTY AND EXPENSE AS A RESULT OF ALL INHERENT RISKS AND DANGERS OF BIKING, KNOWN OR UNKNOWN. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO, THOSE CREATED BY ANY NEGLIGENCE ON THE PART OF SAID MINOR CHILD, ON THE PART OF HIS FELLOW PARTICIPANTS OR ON THE PART OF BIKE RANCH WHILE PARTICIPATING IN THIS ACTIVITY.

MINOR'S PARENT/GUARDIAN AGREE TO INDEMNIFY AND HOLD BIKE RANCH HARMLESS FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR ANY OTHER LOSS WHICH THE MINOR MAY RECOVER IN ANY WAY RELATED TO THE ACTIVITIES PROVIDED BY BIKE RANCH, ALL AS SET FORTH ABOVE IN THIS AGREEMENT.

Minor Child Participant Name Printed: _____ Date: _____
Age: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____
Emergency Contact: _____
Emergency Contact Phone: _____

Parent/Guardian Signature: _____ Date: _____
Printed Name: _____

Witness Signature: _____ Date: _____
Printed Name: _____