



ARE YOU UNSURE OF YOUR RIDING ABILITY?
CHECK OUT OUR DEER VALLEY
MOUNTAIN BIKE SCHOOL.

Office Use Only:

FILENAME: _____	
Time Out:	Time In:
Package:	Total:

MOUNTAIN BIKING & MOUNTAIN ACCESS AGREEMENT AND RELEASE OF LIABILITY

RIDER'S NAME				DATE	
BILLING ADDRESS					
CITY		STATE	ZIP CODE	HOME PHONE	CELL PHONE
EMAIL			AGE [] ADULT (18 and Older) [] MINOR (17 and Under)	HEIGHT	WEIGHT
Mountain Bike Riding Ability (On Dirt)					
Check one: [] BEGINNER		[] INTERMEDIATE	[] EXPERT	Number of years riding _____	
Helmet Number	Bike Model	Bike Inventory Number		Visual Inspection	

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

I desire (or, if applicable, my Child desires) to engage in mountain biking activities on Deer Valley Resort property. I acknowledge that my (or, if applicable, my Child's) participation in mountain biking at Deer Valley Resort is a purely voluntary recreational activity. In this agreement the term "activities" shall include but is not limited to: road and mountain cycling; hiking; mountain bike descents; bike tours; hiking tours; mountain bicycle skills training and instruction; use of the mountain trails; guided activities; and other such activities, events and services in any way connected with or related to those activities. I, the undersigned, represent that I am at least 18 years of age and that I desire the product and/or service checked below for myself or for the above-name minor child (my "Child"): (Check one)

- RENT A MOUNTAIN BIKE ONLY:** Rent the equipment designated above and engage in biking activities on Deer Valley Resort property or elsewhere
- RENT A MOUNTAIN BIKE & TAKE LESSON/CLINIC:** Rent the equipment designated above and engage in biking activities on Deer Valley Resort property or elsewhere and participate in the lesson or clinic designated above
- MOUNTAIN BIKE LESSON/CLINIC ONLY; HAVE OWN BIKE:** Participate in the lesson or clinic designated above using my own (or my Child's own) equipment on Deer Valley Resort property or elsewhere

1. **EXERCISE CAUTION! MOUNTAIN BIKING IS A HAZARDOUS ACTIVITY THAT IS DIFFERENT FROM ROAD BIKING BECAUSE IT IS DONE ON NATURAL TERRAIN, WITH VARYING SURFACE AND ENVIRONMENTAL CONDITIONS.** While riding on the mountain on or off the trails, you may encounter many **RISKS, DANGERS AND HAZARDS**, including but not limited to other bikes and vehicles, hikers, loose gravel and dirt, wet surfaces, holes, bumps, forest growth, wildlife, downed timber, rocks and other natural and man-made obstacles and hazards and equipment failures. Trails can be steep and narrow; ride within your own ability. You must regulate your speed to avoid or negotiate obstacles. On coasting descents, slow down and use caution. Weather conditions may change at any time and the terrain may become more hazardous and dangerous due to weather or other causes. **DEER VALLEY MOUNTAIN BIKING TRAILS ARE DESIGNED FOR RIDERS WITH INTERMEDIATE OR HIGHER EXPERIENCE AND SKILLS. BEFORE PARTICIPATING IN THIS ACTIVITY, CONSIDER WHETHER YOU HAVE THE NECESSARY EXPERIENCE AND SKILLS. YOU ALONE ARE RESPONSIBLE FOR DETERMINING YOUR OWN ABILITY.**

2. **I UNDERSTAND THAT FALLS AND COLLISIONS WHICH MAY CAUSE SERIOUS INJURY OR DEATH CAN OCCUR REGARDLESS OF SKILL LEVEL.** In consideration of participating in the above-named activity(ies), **I ASSUME ALL RISKS OF AND RESPONSIBILITY FOR PROPERTY DAMAGE, INJURY OR DEATH** to myself or to others which may be associated with and/or result from my activities on the Premises, including, but not limited to, any mountain biking related activities.

3. I also understand that **RIDING THE CHAIRLIFT** involves separate **RISKS, DANGERS AND HAZARDS**, including but not limited to conditions in lift boarding and exiting areas; collisions with foot passengers in the lift boarding and exiting areas; collisions with lift chairs and other equipment; sudden changes in weather conditions; and extremes in

temperature. **I UNDERSTAND THAT CHAIRLIFT INCIDENTS CAN OCCUR RESULTING IN INJURY, DEATH AND/OR PROPERTY DAMAGE. I ASSUME ALL RISKS OF AND RESPONSIBILITY FOR INJURY OR DEATH** to myself or to others associated with and/or resulting from the use of chairlifts.

4. **I HEREBY FULLY RELEASE, INDEMNIFY AND HOLD HARMLESS** Deer Valley Resort Company, its representatives, agents, affiliates, partners, officers, directors, servants and employees (hereinafter collectively "Deer Valley") of and from any and all liability, claims, demands, and causes of action whatsoever for any loss, damage, injury, illness or harm of any kind and nature arising from or related in any way to my activities on the Premises, including mountain biking and any activity related to the use of chairlifts.

5. I understand that **HELMETS ARE REQUIRED** while biking on Deer Valley property and I agree that I will wear a helmet at all times. I also understand, however, that wearing a helmet does **NOT** guarantee my safety.

6. I have carefully read this Agreement, have not relied on any verbal representations to me, if any, and understand that this is a **RELEASE OF LIABILITY** that will legally **PREVENT** me from recovering in any lawsuit or in connection with any other legal claim for damages in the event of my death or any injury to me. I nevertheless enter into this Agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns and legal representatives.

7. To the extent any portion of this Agreement is deemed unenforceable, the remaining portions shall remain in full force and effect. Any legal action against Deer Valley will be brought in Summit County, Utah and Utah law will govern. I understand and agree that this Agreement fully binds my successors-in-interest, assigns, heirs, next of kin, and Estate.

I agree that I (or if applicable, my child) will be the only person using the equipment identified on this form during the rental period, and I accept the equipment for use "AS IS." I further accept full responsibility for the care of the equipment while it is in my (or, if applicable, my Child's) possession.

I accept responsibility for replacement of the equipment at full retail value if it is not returned to the Rental Shop. I acknowledge my obligation to return the 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.**

By signing below, I agree to all the Reservation, Payment, No-show, Cancellation and Refund policies, including but not limited to cancelling or changing my product(s) by 5 p.m. MST **two (2) days prior to the activity date** in order to receive a full refund or be assessed the applicable fee. I agree to pay Deer Valley the full cost of all of my 2011 Mountain Biking products, including charges for additional days of equipment rentals, tickets and/or lessons.

DATE: _____
SIGNATURE of **ADULT RIDER**

ACKNOWLEDGMENT OF RISK AGREEMENT (For Minor Children)

I hereby acknowledge all of the risks, dangers, and hazards noted above (regardless of whether they are inherent in the activity or not), and that my minor child could sustain serious injury or death as a result of his/her participation in ANY activities on the Premises. I have explained these risks, dangers and hazards to my minor child and despite these risks, dangers, and hazards agree to allow my minor child to mountain bike and use the chairlifts at Deer Valley and have the permission of any other parent or legal guardian. I agree to ensure that my minor child will wear a helmet at all times without exception while mountain biking and recognize that Deer Valley has no obligation to assess my minor child's mountain biking abilities. I further agree that the last paragraph of the above Release of Liability Agreement (beginning "To the extent...") is equally applicable to this Acknowledgment of Risk Agreement herein.

DATE: _____

Parent or Legal Guardian's Signature (For Minor Child Rider)

Age of Minor Child Rider

Printed Name of Parent or Guardian of Minor Rider _____

Address and Telephone Number of Parent or Guardian (if different from that of Minor Rider)
