



**ARE YOU UNSURE OF YOUR RIDING ABILITY?
DO YOU KNOW THAT THERE IS A MOUNTAIN BIKING SCHOOL ON SITE?
CHECK OUT OUR MCHENRY'S PRACTICE LOOP.**

MOUNTAIN BIKE ACCESS AGREEMENT AND RELEASE OF LIABILITY

Please print clearly

Rider's Name _____

Address _____ **City** _____ **State** _____ **Zip** _____

Phone(s) _____

Riding Ability (# of years) _____ **Mountain Bike Experience (Circle one):** Beginner - Intermediate - Expert

PLEASE READ CAREFULLY BEFORE SIGNING!!!

I, the undersigned, represent that I am at least 18 years of age, and that I desire to engage in mountain biking activities on Deer Valley Resort property. I acknowledge that my participation in mountain biking at Deer Valley Resort is a purely voluntary recreational activity.

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. You must recognize that at any time the weather conditions may change. The terrain may become more hazardous and dangerous at any time due to weather or other causes. **DEER VALLEY MOUNTAIN BIKING TRAILS ARE DESIGNED FOR RIDERS WITH INTERMEDIATE OR HIGHER EXPERIENCE AND SKILLS. BEFORE BUYING A LIFT TICKET, 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 receiving permission to enter upon the Deer Valley Resort property ("the Premises"), **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 riding the chairlift.

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** 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.

DATED: _____

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 paragraph 7 of the above Release of Liability Agreement is equally applicable to this Acknowledgment of Risk Agreement herein.

DATED: _____

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

Print Minor Child's First and Last Name

Age