



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 BIKE RENTAL & ACCESS RELEASE OF LIABILITY

RIDER'S NAME			DATE		
ADDRESS			CITY/STATE/ZIP		
ADD'L CONTACT		LOCAL LODGING			
PHONE NUMBER ( )	EMAIL	AGE	[ ] ADULT (18 and Older) [ ] MINOR (17 and Under)	HEIGHT	WEIGHT
RIDING ABILITY (On Dirt) # of Years		Check one: [ ] BEGINNER [ ] INTERMEDIATE [ ] EXPERT			
Bike No.	Helmet No.	Gear No.		Visual Inspection	

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

I, the undersigned, represent that I am at least 18 years of age, and that (*CHECK ONE*):

- I desire to rent the equipment designated above and to engage in mountain biking activities on Deer Valley Resort property;  
OR  
 I am the parent or guardian of the above-named minor Child (my "Child"), and I desire that my Child be allowed to rent the equipment designated above and to engage in mountain biking activities on Deer Valley Resort property.

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: 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.

**EXERCISE CAUTION! THE RIDING OF A BIKE ON THE MOUNTAIN IS A HAZARDOUS ACTIVITY THAT IS DIFFERENT FROM RIDING A BIKE ON SURFACE STREETS 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. 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 IN MOUNTAIN BIKING. BEFORE BUYING A LIFT TICKET, YOU SHOULD CONSIDER WHETHER YOU HAVE THE NECESSARY EXPERIENCE AND SKILLS. YOU ALONE ARE RESPONSIBLE FOR DETERMINING YOUR OWN ABILITY.**

**I UNDERSTAND THAT FALLS AND COLLISIONS WHICH MAY CAUSE SERIOUS INJURY OR DEATH CAN OCCUR.** If I am signing this Agreement and Release on behalf of a minor child, I represent that I have discussed with said minor child the risks, dangers and hazards of mountain biking. In consideration of my (or, if applicable, my Child's) 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, my Child (if applicable) or to others which may be associated with and/or result from my (or, if applicable, my Child's) activities on the Premises.

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.

**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, actions 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 (or, if applicable, my Child's) activities on the Premises, including mountain biking and any activity related to the use of chairlifts.

I understand that when I am riding a mountain bike, I (or, if applicable, my Child) **MUST WEAR A HELMET AT ALL TIMES.** I have been instructed and understand:

- The helmet must always be worn in the proper position with the front edge positioned just above the eyebrows
- The chin strap is adjusted by fastening the buckle and tightening the chin strap until it fits snugly under the jaw
- The helmet should not be worn if it appears damaged or has been involved in an accident
- Nothing hard or sharp should be worn under the helmet

- No unnecessary risks should be taken just because a helmet is being worn
- I agree that the helmet has been properly fitted to me (or, if applicable, my Child) by the Rental Shop; that the helmet is comfortably snug; and, that when the chin strap is fastened and the head shaken, there is very little movement of the helmet on the head
- I understand that the helmet may reduce or mitigate the severity of injuries in an accident but is no guarantee of the wearer's safety

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.**

I hereby grant exclusive permission to Deer Valley Resort and its agents to use my (or, if applicable, my Child's) name and photograph for the purpose of publicity, public relations, editorial or other advertising purpose without restriction as to frequency or duration. I also agree that neither my minor child nor I will be entitled to any compensation in exchange for my granting this exclusive permission to Deer Valley Resort and its agents.

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 2009 Mountain Biking products, including charges for additional days of equipment rentals, tickets and/or lessons.

I have carefully read and I understand this Agreement and all of its terms. I understand that this is, among other things, 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 (or, if applicable, my Child's) death or any injury to me (or, if applicable, my Child). I nevertheless enter into this Agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns and legal representatives.

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.

DATE: \_\_\_\_\_  
 \_\_\_\_\_  
 SIGNATURE of RIDER OR PARENT or GUARDIAN of MINOR 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) \_\_\_\_\_

**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)      \_\_\_\_\_  
 Print Minor Child's First & Last Name      Age

**MOUNTAIN BIKE ORDER FORM**

<b>Bike Rentals:</b>	<b>Adult</b>	<b>Junior (12 and under)</b>
<i>Check one:</i>	<i>Check one, if applicable</i>	<i>Check one, if applicable</i>
<input type="checkbox"/> 3-Hours	<input type="checkbox"/> All-mountain Parker 2.0 (\$36 3-Hr / \$45 FD)	<input type="checkbox"/> X-20; X-24 (\$20 3-Hr / \$30 FD)
<input type="checkbox"/> Full Day	<input type="checkbox"/> X-Country Dakar Sport (\$36 3-Hr / \$45 FD)	<input type="checkbox"/> XS Parker 2.0 (\$25 3-Hr / \$35 FD)
	<input type="checkbox"/> Downhill Fat-tire Bam 1.0 (\$50 3-Hr / \$60 FD)	

**Bike School:**

<input type="checkbox"/> <b>Adult Clinic</b>	<input type="checkbox"/> 10 a.m. - 1 p.m.	<input type="checkbox"/> 2 - 5 p.m.	\$44 per rider; 2-5 riders
<input type="checkbox"/> <b>Kids Clinic</b>	<input type="checkbox"/> 10 a.m. - 1 p.m.	<input type="checkbox"/> 2 - 5 p.m.	\$34 per rider; 2-4 riders
<input type="checkbox"/> <b>Private Lesson</b>	Time _____	No. Students _____ (4 Max.)	<input type="checkbox"/> 1-2 Students \$49/hour <input type="checkbox"/> 3-4 Students \$69/hour (2 hours minimum)

**Helmets:** (Regular helmet included with bike rental)

**Regular:**     3-Hour \$10     Full Day \$13      **Full-face:**     3-Hour \$15     Full Day \$20  
**Upgrade from complimentary Regular to Full-face:**     3-Hour \$7     Full Day \$12

**Protective Gear:** (Included with Adult Downhill Fat-tire bike rental)

**Arm & Knee:**     3-Hour \$10     Full Day \$13      **Add to Bike Rental:**     3-Hour \$5     Full Day \$9

**Lift Tickets:**

All-day Bike \$28       Single ride w/bike \$19