

**MOUNTAIN BIKE RELEASE OF LIABILITY**

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

As a condition of being permitted access to mountain biking trails during this entire season and each time I visit Detroit Mountain and related facilities and/or renting certain equipment for mountain biking, I agree as follows:

1. I am at least 18 years of age (or, if younger, applicant must be accompanied by a parent or guardian who indicates his/her consent to the terms of this Release by signing below).
2. I warrant and represent that I am in good health and that I have no special problems or limitations that have not been listed on this form.
3. I agree and understand that mountain biking is a HAZARDOUS activity (hereinafter the "Activity"). Further, I recognize that there are risks, including, but not limited to, rocks of various sizes, uneven and/or slippery trail conditions, varying slopes, variations in terrain, bumps, stumps, forest growth, loose gravel and dirt, wet surfaces, holes and potholes, downed timber, debris, other bikes, man-made wooden boardwalks and similar features, and vehicles and paved surfaces. I further understand that mountain biking is different than road biking. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly ASSUME and accept ANY AND ALL RISKS OF INJURY OR DEATH while participating in the Activity.
4. I hereby assume all risk which may be associated with and/or result from my involvement in such Activity and hereby hold harmless, release, indemnify and defend directors, agents, servants, and employees and insurers of Detroit Mountain Recreation Area (hereinafter "Detroit Mountain") of and from any liability claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by damages caused by the negligence and/or breach of warranty, express or implied, on the part of Detroit Mountain. This Release does not apply to actions greater than ordinary negligence.
5. I understand that helmets are required, and I agree to wear a helmet at all times.
6. I agree to defend, indemnify and hold harmless Detroit Mountain for and from any injury to other person(s) or property which I may cause as a result of engaging in the Activity.
7. If I am renting any equipment related to the Activity from Detroit Mountain,
  - a. I acknowledge that I will be the only person using said equipment during this rental period. I accept for use "as is" the equipment and accept full responsibility for the care of the equipment while it is in my possession.
  - b. I will be responsible for the replacement at full retail value of any said equipment not returned to Detroit Mountain. I acknowledge my obligation to return this 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.
  - c. I acknowledge that all instructions on the use of the equipment have been made clear to me and I understand the function of my equipment.
8. I agree that any and all disputes between Detroit Mountain and me arising from my participation in the Activity or my use of rented equipment, and including any claims for personal injury and/or death, will be governed by the laws of the State of Minnesota and exclusive jurisdiction thereof will be in the district court residing in and for Becker County, Minnesota.
9. In the event any section of this Release is found to be unenforceable, the remaining terms shall be fully enforceable.
10. This Release shall be binding to the fullest extent permitted by law.
11. This Release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, administrators, and insurers and may be pled by Detroit Mountain as a complete bar and defense against any claim, demand, action or causes of action by me or on my behalf.

**I/WE HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Executed this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Customer/Renter Name (please print)

\_\_\_\_\_  
Name of Parent or Guardian (if applicable)

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Child Name and Age

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Child Name and Age

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Child Name and Age