

Mountain Bike Waiver

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in a mountain bike tour conducted by 4 Points VT LLC ("Activity") I, for myself, my spouse, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the demands and risks of mountain biking and that I and/or my child are qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. ACKNOWLEDGE and UNDERSTAND that MOUNTAIN BIKING is a DANGEROUS SPORT and that SERIOUS ACCIDENTS and DEATH OCCASIONALLY OCCUR DURING MOUNTAIN BIKING ACTIVITIES. Knowing the risks of mountain biking activities, I hereby AGREE TO ASSUME THOSE RISKS. Furthermore, I give my consent for the administration of any emergency medical treatment deemed necessary, in the event that same is required, as a result of my or my child's participation in mountain biking activities organized by 4 Points VT LLC.
3. HEREBY WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE 4 Points VT LLC, its officers, directors and members, sponsors, administrators, agents, volunteers, contractors and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "RELEASEES" herein), FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF INJURY TO MYSELF, MY PROPERTY, OTHERS, OR OTHERS' PROPERTY, EVEN INJURY RESULTING IN DEATH, WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, INCLUDING NEGLIGENT RESCUE OPERATIONS, OF THE RELEASEES OR OTHERWISE WHILE I AND/OR MY CHILD IS PARTICIPATING IN THE ACTIVITY.
4. AGREE that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, my child, or anyone on my or my child's behalf, or *anyone harmed by my actions* makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.
5. AGREE AND ACKNOWLEDGE that 4 Points VT LLC HAS THE RIGHT TO REMOVE ME OR MY CHILD FROM THE TOUR and prevent my further participation in the activities if conduct is disorderly or interferes with others' enjoyment of the tour.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY VERMONT LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PHOTO RELEASE

I HEREBY GRANT PERMISSION FOR MY PICTURE AND/OR VIDEO TO BE USED BY 4 POINTS VT LLC, its partners, and/or the media for uses included but not limited to programming, media, or promotional purposes. This is a complete release of all claims, whether legal or equitable, in connection with said photos and/ or videos.

Participant

PARTICIPANT'S NAME (PRINTED): _____ DATE: _____

PARTICIPANT'S SIGNATURE (OR PARENT/LEGAL GUARDIAN'S SIGNATURE IF PARTICIPANT IS UNDER 18):

PHONE (OPTIONAL): _____ EMAIL (OPTIONAL): _____