

WARNING, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AGREEMENT

READ CAREFULLY BEFORE SIGNING!

DOWNHILL WNC LLC dba BAILEY MOUNTAIN BIKE PARK

This agreement will apply for every day Participant engages in any Activity at Bailey Mountain Bike Park ("Park") during 2018. In exchange for payment and use of the Park, Undersigned acknowledges, understands and agrees that by signing this Agreement Undersigned is assuming risks, waiving rights and releasing any claims against the Park that may evolve from Participant's involvement in Park Activities.

_____(Initial) UNDERSIGNED UNDERSTANDS AND AGREES THAT THE ACTIVITIES ENGAGED IN AT THE PARK ARE OUTDOORS AND INVOLVE CERTAIN DANGERS AND RISKS THAT CAN LEAD TO SERIOUS INJURY AND EVEN DEATH. Such dangers and risks include, without limitation, rapidly changing weather conditions, exposure to the sun, rain, snow, hail and lightning, falling limbs and trees, the risks involved with rescue operations and/or medical care conducted by Park personnel, wildlife encounters, steep slopes, and uneven terrain. Undersigned further understands and agrees that certain of the Activities in which Participant will be engaged involve risks, known or unknown, inherent or otherwise, in addition to those stated herein.

_____(Initial) MOUNTAIN BIKING and DOWNHILL MOUNTAIN BIKING ON A COURSE IS A HAZARDOUS ACTIVITY WHICH CAN RESULT IN SERIOUS INJURY OR DEATH. Mountain biking is an inherently dangerous activity that involves risks, including, but not limited to, steep slopes, uneven terrain, rocks, trees, roots, tree stumps, cliffs, drops, holes, depressions, streams, dirt features and other constructed features such as bridges, ramps, ladders, bumps, berms, jumps and drops, wallrides, elevated stunts, and other riders. BEWARE OF CHANGING CONDITIONS ON TRAILS AND FEATURES they may change quickly due to weather, use, and other factors.

THE PARK IS NOT RECOMMENDED FOR FIRST TIME CYCLISTS, WITHOUT PROPER INSTRUCTION. It is Participant's responsibility to inform the Park of his/her experience level and to inspect features before using them. Participant shall inform Park of any unusual hazard he/she notices. Participants shall always ride in control and within his/her ability level. DOWNHILL RIDING ONLY in the Park, uphill riding and hiking in the Bike Park are not permitted. UNDERSIGNED REPRESENTS THAT PARTICIPANT HAS THE SKILLS AND DEXTERITY TO PARTICIPATE IN THE ACTIVITIES AND WILL AT ALL TIMES PARTICIPATE WITHIN HIS/HER ABILITIES.

HELMETS ARE REQUIRED and protective padding is highly recommended while riding at the Park. Undersigned agrees that Participant will wear a helmet at all times while riding and will operate his/her bike only on marked trails or roads, unless specifically authorized to operate his/her bike elsewhere by Park Staff. Participant assumes all risks associated with failure to wear appropriate safety equipment. Prior to riding, Participant will inspect his/her bicycle and assure him/herself that it is in good operating order and can be safely used. Participant understands and agrees that the Park is for daytime use ONLY and that any use of the Park after dark is not allowed. Park is intended for non-motorized bicycle use only. UNDERSIGNED AGREES THAT THE PARK IS NOT RESPONSIBLE FOR ANY DAMAGED, LOST OR STOLEN PERSONAL PROPERTY.

_____(Initial) By signing this Agreement, Undersigned on his/her own behalf or, if applicable, on behalf of Minor, acknowledges the risks and dangers associated with the Activities and the use of the facilities of the Park and, as a condition to Participant engaging in the Park Activities, agrees to: (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in the Park Activities; (2) WAIVE, RELEASE, and NOT SUE, NOR MAKE ANY CLAIMS OR FILE ANY ACTIONS against the Park, as well as

any owner, operator, representative, employee, insurance carrier, subsidiaries, affiliates, shareholders, members, officers, directors, representatives, assignees, employees, volunteers and agents of the Park, as well as any equipment manufacturers and distributors (hereinafter the "Indemnified Parties") based on or that result from, in whole or in part, participation in the Park Activities, **including negligent acts or omissions on behalf of the Park and its owners, agents, representatives, and employees;** (3) INDEMNIFY, DEFEND AND HOLD THE Park and its owners, agents, representatives, and employees, harmless from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in the Park Activities and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant.

Undersigned gives the Park permission to take and use photographs, video recordings, or other images of Participant taken during Activities and use and sublicense such material for any purpose in promoting in print, brochures, online, social media, advertisements, films or videos and/or presentations of any sort.

ALL claims arising from or related to any Activities at the Park shall be GOVERNED BY NORTH CAROLINA LAW and EXCLUSIVE JURISDICTION/VENUE shall be in Buncombe County, North Carolina. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable.

If applicable, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN represents and acknowledges that he/she is entitled to and is signing this agreement on behalf of Minor and that Minor Participant and Undersigned will be bound by all the terms of this agreement. Undersigned gives consent to the Park to obtain emergency medical attention and treatment on behalf Participant in case of sickness, accident or injury and to secure such medical attention and treatment at Undersigned's sole expense.

UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

Date Executed _____, 2018

PRINT First & Last Name of Participant... IF 18 OR OVER

Signature of Participant... IF 18 OR OVER

Address

City, State, Zip

EMAIL – **NOT** USED FOR MARKETING PURPOSES

Phone Number

Ride Buddy or Emergency Contact Person & Phone Number

UNDER 18? FILL IN THIS SECTION & DATE ONLY

DATE OF BIRTH

Print First & Last Name of Participant Under Age 18

Signature of Parent/Legal Guardian

Print Name

Address

City, State, Zip

EMAIL of Parent or Legal Guardian

Emergency Contact Person & Phone Number