

# **Mountain Bike Riding Release, Indemnification of all Claims and Covenant Not to Sue**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your participation in guided trail riding, now or at any time in the future.**

## **Acknowledgment of Risk**

\_\_\_\_ I HEREBY ACKNOWLEDGE AND AGREE that mountain biking is considered a high risk activity which poses inherent risks. I have full knowledge of the nature and extent of all the risks associated with mountain bike riding and the use of any associated equipment including, but in no way limited to bodily injury requiring medical intervention and death.

\_\_\_\_ I further acknowledge that the above list is not inclusive of all possible risks associated with mountain biking and that the above list in no way limits the extent or reach of this release and covenant not to sue.

## **Release, Indemnification and Covenant Not to Sue**

In consideration of my participation in mountain bike riding, I, \_\_\_\_\_, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Jonathan David Fany and/or Tenacious MTB its officers, directors, agents, employees, volunteers and representatives (“Releasees”) from any causes of action, claims, or demands of any nature whatsoever, including but not limited to, claims of NEGLIGENCE, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Jonathan David Fany and/ or Tenacious MTB or any of its officers, representatives or employees on account of personal injury, property damage, death or accident of any kind, arising out of, or in any way related to, my participation in mountain bike riding or the use of any associated equipment whether that participation and use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the NEGLIGENCE of Releasees.

\_\_\_\_ In consideration of my participation in mountain bike riding, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS the Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my participation in mountain bike riding.

\_\_\_\_ I hereby certify that I have full knowledge of the nature and extent of the risks inherent to the participation in mountain bike riding, and the use of any associated equipment and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while participating in mountain bike riding or using any associated equipment and that, by this agreement, I am absolving Jonathan David Fany and/ or Tenacious MTB, it’s employees, representatives, and its officers of all liability for such loss, damage, or death.

\_\_\_\_ I, the undersigned, expressly agree that this document is intended to be as broad and inclusive as permitted by the law of [insert state] and that if any portion of the document is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Furthermore, I expressly agree that this document shall be governed by and interpreted in accordance with the laws of [insert state] and that the courts of [insert state/county] shall be the exclusive venue for any and all disputes relating to or arising from this document.

\_\_\_\_ I certify that I am in good health and that I have no physical limitations which would preclude my safe participation in mountain biking.

I further certify that my date of birth is \_\_\_\_\_ (month/date/year), that my present age is \_\_\_\_\_, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will. No oral representations, statements or inducement apart from the foregoing written agreement have been made.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant Name (Print Clearly)

\_\_\_\_\_  
Parent/Guardian if user is under 18

\_\_\_\_\_  
Date

