

Staff Use:

Guest last

Name: _____

Ticket Date: _____, 2010

SolVista Bike Park at Granby Ranch**MOUNTAIN BIKING AND DOWNHILL MOUNTAIN BIKING WARNING, ASSUMPTION of RISK, INDEMNITY and HOLD HARMLESS AGREEMENT****PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

The person who engages in mountain biking and/or downhill biking at SolVista Basin at Granby Ranch shall be referred to hereinafter as "**PARTICIPANT**". "**THE UNDERSIGNED**" means only the **PARTICIPANT** when the **PARTICIPANT** is age 18 or older **OR** it means both the **PARTICIPANT** and the **PARTICIPANT**'s parent or legal guardian when the **PARTICIPANT** is under the age of 18. **THE UNDERSIGNED** agree and understand that mountain biking and/or downhill biking (hereinafter the "**ACTIVITY**") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH**.

THE UNDERSIGNED agree and understand that there are risks associated with strenuous exertion and with participating in the **ACTIVITY** and that falls, **INJURIES AND/OR DEATH** may be the result from engaging in the **ACTIVITY**. **THE UNDERSIGNED** agree and understand that risks include, but are not limited to: equipment failure, rocks of various sizes; uneven and/or slippery trail condition; varying weather and surface conditions; variations in terrain; bumps; stumps; forest growth; loose dirt and gravel; wet surfaces; holes and potholes; downed timber; debris; other bikes and vehicles' paved and unpaved surfaces, the physical condition of the **PARTICIPANT**, dehydration, and high elevation.

In consideration for allowing the **PARTICIPANT** to participate in the **ACTIVITY**, **THE UNDERSIGNED** hereby **ASSUME ALL RISKS** associated with the **PARTICIPANT**'s participation in the **ACTIVITY**. Additionally, **THE UNDERSIGNED AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** Headwaters Metro District dba SolVista Basin, Granby Realty Holdings LLC, and Momentum Trail Concepts LLC, their affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors and shareholders (each hereinafter as "**RELEASED PARTY**") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the **PARTICIPANT**'s participation in the **ACTIVITY**. **Including those claims based on any RELEASED PARTY'S alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.**

THE UNDERSIGNED take full responsibility for any injury or loss to **PARTICIPANT**, including death, which **PARTICIPANT** may suffer, arising in whole or part out of the **ACTIVITY**. By signing this release, **THE UNDERSIGNED AGREE NOT TO SUE any RELEASED PARTY** and agree they are **releasing any right** to make a claim or **file a lawsuit** against any **RELEASED PARTY**. **THE UNDERSIGNED** further **AGREE TO DEFEND AND INDEMNIFY** each **RELEASED PARTY** for any and all claims of **THE UNDERSIGNED** and/or a **THIRD PARTY** arising in whole or in part from the **PARTICIPANT**'s Participation in the **ACTIVITY**. **THE UNDERSIGNED** agree to pay all costs and attorney's fees incurred by any **RELEASED PARTY** in defending a claim or suit brought by or on behalf of **THE UNDERSIGNED**.

THE UNDERSIGNED recognize that helmets are required and **PARTICIPANT** agrees to wear a helmet at all times while participating in the **ACTIVITY**. **THE UNDERSIGNED** understand and agree that a helmet **IS IN NO WAY A GUARANTEE OF SAFETY** and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the **ACTIVITY** and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. **THE UNDERSIGNED** also understand that the helmet does not guard against injuries to the neck, spine or any other part of my body, and that these limitations are **INHERENT RISKS** of the **ACTIVITY**.

The **UNDERSIGNED** represent that the **PARTICIPANT** is in good health and there are no special problems associated with his/her care. **THE UNDERSIGNED** authorize any **RELEASED PARTY** and/or their authorized personnel to call for medical care for the **PARTICIPANT** or to transport the **PARTICIPANT** to a medical facility or hospital if, in the opinion of such personnel, medical attentions is needed. **THE UNDERSIGNED** agree that upon the **PARTICIPANT**'s transport to any such medical facility or hospital that the **RELEASED PARTY** shall not have any further responsibility for the **PARTICIPANT**. Further, **THE UNDERSIGNED agree to pay all costs** associated with such medical care and related transportation provided for the **PARTICIPANT** and shall **indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising there from.**

In consideration for allowing the **PARTICIPANT** to participate in the **ACTIVITY** and for using the ski area facilities and trails on adjacent private properties, **THE UNDERSIGNED** agree that **ANY AND ALL CLAIMS** for injury and/or death arising from **PARTICIPANT**'s participation in the **ACTIVITY** shall be **GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT** residing where the alleged incident occurred or in the **FEDERAL COURT FOR THE STATE OF COLORADO**.

In the case of a minor **PARTICIPANT**, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor **PARTICIPANT** and that the Minor **PARTICIPANT** shall be bound by all terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor **STUDENT**, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agree that by for the foregoing, the minor **PARTICIPANT** would not be permitted to participate in the **ACTIVITY**.

By signing this release without a parent or guardian's signature, the **PARTICIPANT** represents that he/she is at least 18 years of age, or if signing as the parent or guardian of the **PARTICIPANT**, you represent that you are the legal parent or guardian of the minor **PARTICIPANT**.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the **UNDERSIGNED**.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Printed Name of Participant

Signature of Participant

Date

Address of PARTICIPANT

Phone

Printed Name of Parent/Legal Guardian #1

Signature of Parent/Legal Guardian #1

Date

Emergency Contact Name

Relation

Telephone

Stay in the loop and receive special email offers from the SolVista Bike Park at Granby Ranch

Email Address of Participant