

**BIKE GRANBY RANCH  
MOUNTAIN AND DOWNHILL BIKING AGREEMENT**

**Read Carefully.** This is a release of liability and waiver of legal rights.

**1. Definitions.** The person who engages in mountain biking or downhill mountain biking, takes biking lessons, or uses a mountain bike or other equipment rented from Released Parties, shall be referred to 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. "Released Parties" mean Headwaters Metro District, Granby Realty Holdings LLC, and Granby Ranch Amenities LLC, and their affiliates, parents, subsidiaries, successors in interest, insurance carriers, agents, employees, representatives, assignees, officers, directors, owners, members, and shareholders; and the U.S. Forrest Service. The "Activity" means mountain biking, downhill biking, taking biking lessons, using the Rental Equipment, or using the ski area facilities and the lifts for any purpose. "Rental Equipment" means any equipment rented by the Undersigned from Released Parties.

**2. Use of Rental Equipment.** If renting equipment from Released Parties, the Undersigned agree to accept for use the Rental Equipment "AS IS" and with no warranties, express or implied. The Undersigned agree that they have had the full and fair opportunity to completely inspect the Rental Equipment. The Undersigned agree that the person listed on this form will be the only person using the Rental Equipment. If the Undersigned feel the equipment is not in proper working order and/or or is not functioning properly, Participant will stop using it immediately and return it for inspection, possible repair, adjustment and/or replacement. The Undersigned accept full responsibility for the care of the equipment during the rental period and will be responsible for the return, replacement and/or repair at full retail value as determined by the Released Parties of any equipment rented under this form and not returned or returned in a damaged condition. In addition, if the rented equipment is not returned at the agreed upon date and time, the Undersigned shall be held responsible for late fees. The Undersigned agree that Released Parties are authorized and shall have the right to charge the Undersigned's credit card for repair and/or replacement cost and for late fees at the full rental value of any additional time and/or days.

**3. Risks of Activity.** The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: negligent supervision; negligent instruction; inadequate equipment; equipment failure; equipment defects; improper use of equipment; existing and changing trail conditions; rocks of various sizes, rugged mountainous terrain; collisions with natural or man-made objects; varying slopes; uneven and/or slippery trail conditions; varying weather and surface conditions; variations in terrain; bumps; stumps; forest growth; trees; loose dirt and gravel; wet surfaces; holes and potholes; timber; debris; other bikes or vehicles; weather; limited access to medical attention; inadequacy of medical attention; terrain features; jumps; berms; table tops; ridges; lift loading, riding, and unloading; and negligence of others.

THE UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITY,

WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

**4. Duties of Participant.** The Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participant is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Participant acknowledges that he/she has the physical dexterity and knowledge to safely load, ride, and unload the lifts. Participant assumes the risks of loading, riding and unloading the lifts, and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Participant may use the ski lifts without an adult present. Participant acknowledges that motor vehicles and equipment may be encountered at any time. Participant understands that entering a "CLOSED" area is illegal.

Participant agrees to wear a helmet at all times while participating in the Activity. The Undersigned understand 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 can expose the user to forces that exceed the limits of protection provided by a helmet. The Undersigned also understand that the helmet does not guard against injury to the neck, spine or any other part of the body, and that these limitations are INHERENT RISKS of the ACTIVITY.

**5. Release and Indemnification:** In consideration of the Participant being permitted to participate in the Activity, the Undersigned (a) unconditionally release, forever discharge, and agree not to sue the Released Parties from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the Activity, including, but not limited to claims of negligence, premises liability, breach of warranty, and/or breach of contract the Undersigned may have or will have against the Released Parties; and (b) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity.

**6. Minor Acknowledgment.** By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

**7. Medical Care.** Undersigned authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

**8. Miscellaneous.** The Undersigned agree: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado and the exclusive jurisdiction and venue for any claim shall be located in the state courts located Grand County, Colorado; (c) this agreement shall be binding for the upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned; and (d) Undersigned agree that this agreement will apply for every day Participant engages in the Activity without requiring Undersigned to sign an additional agreement for each day and/or Activity until Undersigned revoke this agreement in writing and the revocation is accepted in writing signed by the Released Parties' authorized representative.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

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Printed Name of Participant

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Signature of Participant Date

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Participant Birthdate

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Printed Name of Parent/Legal Guardian

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Signature of Parent/Legal Guardian Date

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Address

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Telephone

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Emergency Contact: Printed Name/Relation Telephone