

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Bicycle Adventures, Inc. DBA Seattle Mountain Bike Tours & Sacred Rides Mountain Bike Holidays, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "BAI"), I hereby agree to release, indemnify, and discharge BAI, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in guided mountain biking, road biking, hiking, and cross country skiing activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: Slips and falls; accidents involving other bicycles or vehicles; collision with fixed or movable objects; injuries or accidents involving contact with the bicycle; falls from the bicycle; cuts, bruises, abrasions, and concussions; weather conditions; falling objects; water hazards; falling into the water, and accidental drowning; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; and improper lifting or carrying; hidden obstacles by snow including crevasses, ice and snow cornices, tree wells, tree stumps, creeks rocks and boulders, below the snow surface; loss or damage to equipment being used; being lost or separated from their guides or companions by traveling in forested areas, rugged terrain, or bad weather; transmissible pathogens or disease; pandemic, epidemic, quarantine, possibly boarder closures; or government travel restrictions; exposure to altitude and cold including hypothermia, frostbite, acute mountain sickness, exhaustion, cerebral and pulmonary edema; my own physical condition, and the physical exertion associated with this activity; the condition of roads, terrain, or highways and accidents connected with their use. Foreign countries have their own laws and standards of acceptable conduct; food and water related illnesses; foreign political, legal, social, transportation, health, and economic conditions; different standards of design, safety, and maintenance of buildings, public places, and conveyances; local & medical facilities and providers; weather conditions; criminal activity, environmental hazards; standards of living and health standards that are not equivalent to life in the United States. Communication in this mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

Furthermore, BAI personnel seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks. Additionally, I agree to wear a properly fitted and secured certified helmet while riding a bike.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BAI from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of BAI's equipment or facilities, **including any such claims which allege negligent acts or omissions of BAI.**
4. Should BAI or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against BAI, I agree to do so solely in the state of Washington, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against BAI on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at BAI. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)) _____
being permitted by BAI* to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BAI* from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s). Minor(s) DOB(s) _____

Parent or Guardian: _____ Print Name: _____ Date: _____