COMMERCIAL USE AUTHORIZATION – "VAR"
VISITOR'S ACKNOWLEDGMENT OF RISKS

Nothing in this Acknowledgment of Risks Agreement shall be interpreted as the participant and parent releasing Bicycle Adventures, Inc. from liability for injuries, damage, death, or other loss to participant or others that may occur within the jurisdiction of the National Park Service and is caused by Bicycle Adventures, Inc. negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to Bicycle Adventures, Inc. judgments and decisions, or Bicycle Adventures, Inc. failure to take reasonable precautions to ensure it provides participant with safe and defect-free equipment.

In consideration of the services Bicycle Adventures, Inc., their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "BA") I agree as follows: Although BA has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, BA has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. BA does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks:

The following describes some, but not all, of those risks: accidents involving other bicycles or vehicles; collision with fixed or movable objects; injuries or accidents involving contact with the bicycle; falls from the bicycle; the negligence of other operators of motor vehicles or myself; weather conditions; Slipping and falling; falling objects; water hazards; 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; exhaustion; exposure to temperature, weather and altitude extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration, frostbite, acute mountain sickness, exhaustion, cerebral and pulmonary edema; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; and improper lifting or carrying; 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. Weather and altitude can be extreme and can change rapidly without warning. The areas may not have been traveled previously and are not regularly patrolled. Natural forces including steepness of slopes, snow depth, instability of snowpack or varying and difficult weather and snow conditions may cause avalanches. Communication in this mountain terrain is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available.

I am aware that outdoor adventure-based activities like biking, hiking & cross-country skiing entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of BA has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I have carefully read, clearly understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

_____ _____
Signature Date

Signature of Parent or Guardian, if participant is under 18 years of age

_____ _____
Signature Date