

**WANDERING WHEELS
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK**

Please note that by signing this agreement, you are waiving certain legal rights.

TO: WANDERING WHEELS (“the Company”) and its directors, officers, employees, representatives, volunteers and agents (collectively called “the Agents”).

I, _____ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

WHEREAS, Wandering Wheels operates a mountain biking business that offers guided day trips, tours, lessons and shuttle services.

NOW, THEREFORE, in consideration of the acts and promises contained herein, I agree as follows:

1. I agree as a precondition to my participation or to the participation of any minor(s) for which I am parent/guardian in all mountain biking events, activities or services organized, offered or facilitated by the Company and/or the Agents including, but not limited to guided day trips, tours, lessons and shuttle services (collectively referred to as “the Activities”) and in further consideration of the Company allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk (“the Agreement”).
2. I acknowledge that the Activities involve **inherent risks and dangers that may cause serious injury and possible death to participants.**
3. I fully understand the risks and dangers associated with my participation in the Activities and **accept the same entirely at my own risk.**
4. I hereby **waive any and all claims** which I may have against the Company and the Agents and release the Company and the Agents from **all liability** for injury, death, property damage or any other loss sustained by me as a result of my participation in the Activities, **due to any cause whatsoever, including negligence.**
5. I agree to hold harmless and indemnify the Company and the Agents from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Activities.
6. I furthermore agree to hold harmless and indemnify the Company and the Agents from all loss of wages, medical and dental expenses or hospital care during and/or arising from my participation in the Activities.
7. I acknowledge and understand that **all riders** are required to wear protective gear in the form of a helmet, and that all downhill riders are required to wear a full-face helmet and kneepads. I agree to supply my own appropriate bike in good working order and to wear proper footwear and other attire when participating in any of the Activities. I further agree to ensure that I have an adequate water supply and that I will not overstate my riding ability to the Agents. I acknowledge that failure to follow any of the above requirements significantly increases the inherent risks and dangers of mountain biking. **Initial:** _____

I AM 19 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND THE AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS AGAINST THE COMPANY AND/OR THE AGENTS RESULTING FROM MY PARTICIPATION IN THE ACTIVITIES.

Please write in the space provided below: “I have read and understand this waiver.”

WITNESS

SIGNATURE PARTICIPANT or PARENT / GUARDIAN

DATE

PRINT NAME