Jiminy Peak® Mountain Resort

Mountain Biking Event

ACKNOWLEDGEMENT OF RISKS AND HAZARDS, LIABILITY RELEASE AND AGREEMENT NOT TO SUE

Please read carefully before signing. This is a legal document and a release of legal rights.

READ THIS ENTIRE DOCUMENT

Adult Participant (Please Print): _____ Age: ____

Address: _____ City/Town: _____

State: ____ Zip:_____ Phone: _____ E-mail: _____

Minor Participants (under age 18):

Print Name: _____ Age: ____ Print Name: _____ Age: ____

Print Name: _____ Age: ____ Print Name: _____ Age: ____

In this release agreement, "**Mountain Activity(ies)**" includes ***all*** activities, events, services, or use of facilities provided, arranged organized, or conducted by the below-named releasees, including cycling, mountain biking, downhill mountain biking, guided biking activities, bike camps, competitive races, use of this resort's facilities, bike skills training, use of trails and roads for any activity, competitions, demonstrations and events, orientation and instructional courses and sessions, and all other related activities, events or services.

In consideration of the releasees Jiminy Peak® Mountain Resort, LLC, STORE Master Funding XXXV, LLC, and Sodexo Live!, their agents, owners, affiliates, mortgagees, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (collectively, "**Jiminy Peak**") providing me the use of the facilities, services, and equipment to enable me to participate in Mountain Activities, ***I hereby agree to fully and completely release and discharge*** Jiminy Peak from all liability, losses, claims, damages, and expenses on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and my estate as follows:

- I acknowledge that I am participating in a Mountain Activity that involves risks, known or unknown, inherent or otherwise, some of which are described in this agreement. I further understand that Mountain Activities involve strenuous physical activity that may be hazardous to some people due to their physical condition and that outdoor activities of this nature involve dangers and risks that can lead to serious injury or death.
- I acknowledge, recognize, and expressly agree that:
  - injuries are a common and expected part of these Mountain Activities;
  - Mountain Activities involve participation on partially improved and unimproved trails and roads, as well as on naturally rugged terrain;
  - these are ***hazardous*** activities that involve risks, including but not limited to encounters with others engaging in Mountain Activities, encounters with domestic and wild animals, use of chairlifts, mechanical failure of equipment, falls, steep slopes and inclines, rapid or uncontrolled acceleration on hills and inclines, uneven terrain, rocks of various sizes, adjacent trees, roots, tree stumps, cliffs, rivers and creeks, treadway drops, holes, depressions, dirt features, other constructed features such as bridges, bumps, berms, jumps, drops, elevated earthen ramps, uneven or slippery trail conditions, varying slopes, variation in terrain, forest growth, loose gravel and dirt, wet surfaces, downed timber, debris, waterbars, and collisions with natural and constructed objects, other riders, pedestrians, spectators and officials, heavy equipment, and vehicles;
  - trail conditions may change quickly due to weather, use, and other factors; and
  - competitive bike racing may increase these risks and present other risks over and above those listed above.
- I expressly agree and promise to accept and assume all risks associated with this Mountain Activity. My participation in this Mountain Activity is entirely voluntary, and I elect to participate with full knowledge and understanding of the associated risks.
- I acknowledge and agree to obey the Mountain Biker's Responsibility Code, which is printed below, at all times while at Jiminy Peak.
- ***Helmets are required at all times!*** I agree to wear a helmet and ensure that it is in good working order and not otherwise damaged.
- I certify that I have checked my equipment, and it is in proper functioning order. I acknowledge that full-face helmets, full-body protective gear (i.e., chest, spine, elbow, and knee pads), and a full-suspension bike are highly recommended.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Jiminy Peak and others engaging in Mountain Activities from all liability, claims, demands, or causes of action, including claims for bodily injury or death, which are in any way connected with my participation in this Mountain Activity or my presence at Jiminy Peak or the use of

CONTINUED ON OPPOSITE SIDE

Jiminy Peak's equipment or facilities, and the associated risks disclosed above, including any such claims which allege negligent acts or omissions of Jiminy Peak, ***or claims of which I am not aware or are not mentioned in this release, and this release also applies to claims resulting from anything which has happened at any time through the date I signed this agreement***.

- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my and others' safety in this activity.
- I hereby grant Jiminy Peak exclusive permission to use my image(s) for publicity, public relations, editorial, or other promotional purposes without restriction as to frequency or duration, without recourse or compensation to me.
- Should Jiminy Peak 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 those fees and costs.
- I agree that the Commonwealth of Massachusetts has exclusive jurisdiction over all claims I make or are made on my behalf against Jiminy Peak and that every claim or suit against Jiminy Peak shall be commenced in a court residing in Berkshire County, Massachusetts, regardless of any conflict of laws rules of any other jurisdiction, and that court shall haver personal jurisdiction.
- Should any words, terms, parts, or provisions of this agreement be determined to be unenforceable, I acknowledge and agree that the remainder of the agreement shall remain in full force and effect.

By signing this agreement, I acknowledge that if I or anyone else is hurt or property is damaged during my participation in this Mountain Activity, I have waived my right to maintain a lawsuit against Jiminy Peak and am releasing Jiminy Peak from all claims.

I have had sufficient opportunity to read this entire document. I have read and understood the terms, and I agree to be bound by them.

Date: _____ **Signature** (Adult Participant): _____

For Participants Under 18 Years of Age: As parent/guardian signing this agreement for the above-named minor(s) ("**Minor(s)**"), I agree that by signing this agreement on behalf of the Minor(s), the Minor(s)and I agree to be bound by its terms. I hereby agree to ***indemnify*** Jiminy Peak for any claim or suit arising out of the Minor(s)'s participation in the Mountain Activities and their related activities or the Minor(s)'s presence at Jiminy Peak. ***If I am not the parent or legal guardian of the Minor(s)***, or I did not have the legal capacity or authority to execute this agreement on behalf of the Minor(s)***, then I agree to indemnify*** Jiminy Peak if any claim is instituted against them as a result of any loss arising out of, relating to, or in any way connected with the Minor(s)'s participation in the Mountain Activities or presence at Jiminy Peak.

Date: _____ **Signature** (Parent/Guardian): _____

Print Name (Parent/Guardian): _____

MOUNTAIN BIKER'S RESPONSIBILITY CODE

1. **Stay In Control At All Times** – It is your responsibility to avoid other persons and objects around you.
2. **Yield to Others** - Try to anticipate other trail users as you ride around corners. Bicyclists should yield to all other trail users unless the trail is clearly signed for bike-only travel. Bicyclists traveling downhill should yield to ones headed uphill unless the trail is clearly signed for one-way or downhill-only traffic. When entering a trail or starting downhill, you must look uphill and yield to other riders. Do not stop where you obstruct a trail or are not visible from above.
3. **Ride On Open Trails Only** - Respect trail and road closures. Obey all signs and warnings, and do not ride where mountain biking is not explicitly invited. This also means staying on existing trails and not creating new ones. Don't cut switchbacks. Wooded areas between open trails are not patrolled and have no biker services. If you bike in these areas, you are solely responsible for yourself.
4. **Control Your Bicycle** - Inattention, even for a moment, could put yourself and others at risk. Obey all bicycle speed regulations and recommendations, and ride within your limits.
5. **Safety Equipment** - Always wear a helmet and other appropriate safety gear.
6. **Leave No Trace** - Be sensitive to the dirt beneath you. Wet and muddy trails are more vulnerable to damage than dry ones. When the trail is soft, consider other riding options. Be sure to pack out at least as much as you pack in.
7. **Never Scare Animals** - Animals are easily startled by a sudden movement or a loud noise. Give animals enough room and time to adjust to you. When passing horses, use special care and follow directions from the horseback riders (ask if uncertain). Do not feed, provoke, or approach wildlife.
8. **Plan Ahead** - Know your equipment, your ability, and the area in which you are riding, and prepare accordingly. Keep your equipment in good repair and carry necessary supplies for changes in weather and/or mechanical issues. Ideally, riders will enjoy the trails in groups of three or more, not exceeding 10 riders. It is also recommended that you share where you're riding and an estimated return time to someone at home.
9. **Rescue Response** - Please assist if you are involved in or witness a collision or accident and identify yourself to the bike patrol. Be aware that there are no patrol services outside of operating hours, and resort buildings are closed. In case of emergency, call 911 and understand that response times could be extended. Be aware that mobile phone service can be unreliable on the mountain.