

BRUNDAGE MOUNTAIN RESORT



RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ARBITRATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims

In consideration of being allowed to participate in the Blast OFF NICA Bike Race sponsored & Operated by IICL (Idaho Interscholastic Cycling League & Brundage Mountain Resort, Co. (the "Facility"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Facility arising out of the trails running activity;
- 2) **TO ASSUME ALL RISKS INHERENT IN THE Brundage Mountain Blast OFF NICA Bike Race sponsored & Operated by IICL (Idaho Interscholastic Cycling League , including Death.**
- 3) **TO RELEASE** the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the Brundage Mountain Blast OFF NICA Bike Race sponsored & Operated by IICL (Idaho Interscholastic Cycling League .
- 4) I agree to defend, indemnify and hold harmless Brundage for and from any injury to other person(s) or property which I may cause as a result of engaging in the Activity.
- 5) I authorize Brundage and/or its authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for me. I agree that, upon my transport to any such medical facility or hospital, Brundage shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall defend, indemnify and hold harmless Brundage of and from any costs incurred herein.
- 6) I agree that any and all disputes between Brundage and me arising from my participation in the Activity or my use of rented equipment, and including any claims for personal injury and/or death, will be governed by the laws of the State of Idaho and exclusive jurisdiction thereof will be in the district court residing in and for Valley County, Idaho.
- 7) In the event any section of this release is found to unenforceable, the remaining terms shall be fully enforceable.
- 8) This Release shall be binding to the fullest extent permitted by law.
- 9) The Release shall be binding upon my assignees, suborders, distributes, heirs, next-of-kin, executors, personal representatives, administrators, and insurers, and may be pled by Brundage as a complete bar and defense against any claim, demand, action, or causes of action by me or on my behalf.

The Participant acknowledges and agrees that the inherent risks of participating in the Blast OFF NICA Bike Race sponsored & Operated by IICL (Idaho Interscholastic Cycling League the Participant also acknowledges that this agreement does not, in any way, change the rights or obligations of the Facility or the Participant, other than as set forth in this agreement.

I GRANT PERMISSION TO BRUNDAGE MOUNTAIN RESORT, CO. TO USE MY PHOTOGRAPH, VIDEO TAPE, MOTION PICTURE RECORDING OR ANY OTHER RECORD OF MY USE OF ITS FACILITIES FOR LEGITIMATE PURPOSES.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____