

**FREEMAN RIDGE BIKE PARK, LLC**

**PARTICIPANT AGREEMENT, WARNING, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

In consideration of the right to utilize the mountain bike trails and other facilities of Freeman Ridge Bike Park, LLC, (hereinafter "FRBP"), the undersigned participant hereby agrees to pay the daily access fee and to abide by the rules and regulations pertaining to the use of said trail network and facilities, and agrees as follows:

As a condition of being permitted to utilize the FRBP mountain bike premises, trails and facilities, the undersigned acknowledges and agrees as follows: that mountain biking is a hazardous activity, that accidents, slips and falls and injuries related thereto, including, but not limited to, bruises, lacerations, musculoskeletal injuries (including back, neck and head injuries) and related damages are common and ordinary risks associated with mountain biking as well as injuries occurring from heat related illnesses, dehydration and exhaustion and that the condition of the land and the terrain of the mountain bike park varies considerably from one area to another and from time to time, depending upon weather, including variations related to forest, rocks, tree roots, natural and man-made features such as berms, bridges, drops, jumps, rocky outcroppings, tree roots, water-bars, culverts, and drainage areas and that, as a condition of being permitted to use the premises of FRBP, the undersigned participant on his or her own behalf, and on behalf of his or her heirs, executors and assigns, AGREES VOLUNTARILY TO ASSUME ALL RISK OF PERSONAL INJURY, DEATH OR DAMAGE of any kind, AGREES TO RELEASE, HOLD HARMLESS, INDEMNIFY AND NOT SUE FRBP, its owners, operators, affiliated companies, agents and employees on account of ALL CLAIMS of injury, death or damage of any kind sustained while using the mountain bike park and its facilities, INCLUDING CLAIMS RESULTING FROM NEGLIGENCE, or any other allegation of fault, that any claim or suit is governed exclusively by the laws of Maine and may be brought only before the courts of the State of Maine and that, if any terms of this Agreement is deemed unenforceable all other terms remain fully enforceable.

By signing below, I acknowledge that I have had sufficient opportunity to read this Agreement, that I understand and agree to its contents and that I agree to be bound by its terms.

Print Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Medical Alerts (If Any) \_\_\_\_\_

**SEE BACK FOR PARENT'S INDEMNIFICATION (Children Under 18)**

**PARENT'S OR GUARDIAN'S ADDITIONAL ACKNOWLEDGEMENT AND AGREEMENT TO  
WARNING, WAIVER OF CLAIMS, ASSUMPTION OF RISK, INDEMNIFICATION AND  
RELEASE OF LIABILITY FOR PARTICIPANT'S UNDER THE AGE OF 18**

In consideration of \_\_\_\_\_ (Print minor's name)("Minor") being permitted by FRBP to utilize its trails and facilities, I agree to the conditions recited above (on Page 1) and FURTHER agree to HOLD HARMLESS, INDEMNIFY AND NOT SUE FRBP, its owners, operators, affiliated companies, agents and employees on account of ALL CLAIMS of injury, death or damage of any kind sustained while minor is using the mountain bike park and its facilities, INCLUDING CLAIMS RESULTING FROM NEGLIGENCE.

Parent or Guardian: \_\_\_\_\_

Print Name and Address: \_\_\_\_\_

Date: \_\_\_\_\_