

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 or seasonal 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. Mountain biking is a hazardous activity that involves risk, including variations related to the forest, wet slippery surfaces, trees, rocks, tree roots, downed trees, stumps, steep slopes and inclines, uneven terrain, holes and depressions, natural and man-made features such as berms, rollers, bridges, boardwalks, drops, jumps, rocky outcroppings, water-bars, culverts, and drainage areas, and risk of collision with other riders, pedestrians, animals, and equipment 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.

MEDICAL EMERGENCIES, WAIVER, AGREEMENT TO PAY FOR EMERGENCY SERVICES AND TRANSPORTATION AND CONSENT TO TREATMENT

Participant understands, agrees and acknowledges that Freeman Ridge Bike Park, LLC reserves the right to contact Emergency Services for help or to provide Participant and Participant's and/or Guardian's Minor Participant with emergency medical treatment or First Aid, whether or not Freeman Ridge Bike Park, LLC has contacted Participant or Minor Participant's emergency contact and gives permission to a licensed physician or other licensed medical provider or first responder to provide treatment, including, but not limited to EMERGENCY TRANSPORTATION, EMERGENCY TREATMENT & HOSPITALIZATION.

Participant, for him or herself, and on behalf of Participant Minor, hereby RELEASES, WAIVES AND FOREVER DISCHARGES Freeman Ridge Bike Park, LLC, its' Owners and Staff and representatives from any and all claims, liabilities, causes of action, damages, demands, judgments, executions, liens and costs whatsoever in law and equity, including, without

limitation, liability for death and bodily injury to Participant, Participant Minor or to property resulting from any claims made against medical providers or emergency services under this authorization or against Freeman Ridge Bike Park, LLC for obtaining or administering First Aid or medical services.

Furthermore, Participant, for him or herself, and on behalf of Participant Minor, agrees to pay for Emergency Medical Transportation and services indemnifies and holds Freeman Ridge Bike Park, LLC, its representatives, staff and owners from any costs incurred therein.

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) _____

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: _____