



WAIVER OF LIABILITY FOR PARTICIPATION IN EVENT

In consideration of my visiting and utilizing the land and facilities of ROCKY HILL RANCH (hereinafter to be referred to as "the bike ranch at Rocky Hill"), I hereby freely agree to and make the following contractual, representation and agreements. I fully realize the dangers of participating in both on and off road bicycle riding as well as camping, swimming and participating in any sport activities. I fully assume the risks associated with such participation including, by way of example and not limitations, the following: the dangers of collisions with pedestrians, vehicles, other bicyclists, and fixed and moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment and weather conditions, the danger of participating in any sport or play activity including drowning; and the possibility of serious physical and/or mental trauma including death.

I hereby waive, release, and discharge for myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interest (hereinafter collectively "successors") any and all rights and claims which I have or which may hereafter accrue to me against the the bike ranch at Rocky Hill, any of its employees, designates or heirs, any property owners, law enforcement agencies, all public entities, special districts, and properties (and their respective agents, official and employees) through or by which the events will be held for any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of my participation with event, or travel to or return from the event, whether it be racing or day use bicycle riding.

I agree that it is my sole responsibility to be familiar with the bicycle riding course. I understand and agree that situations may arise during participation in the riding at the the bike ranch at Rocky Hill that may be beyond the immediate control of the property owners or land managers and I must partake in any and all activities so as to neither endanger myself or others. I accept responsibility for the condition and adequacy of my bicycle equipment and any other related personal equipment used on the the bike ranch at Rocky Hill. While riding my bicycle at the the bike ranch at Rocky Hill and any of the adjoining properties being utilized or leased by the the bike ranch at Rocky Hill, I will wear an ANSI and/or SNELL rated helmet and I assume all responsibility and liability for the selection of such a helmet.

I have no physical or mental condition which to my knowledge would endanger me or others if I participate in any event or day use.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any other provision shall not be construed as a modification or any other provision herein or as a consent to any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification.

PARENT OR GUARDIAN OF A MINOR: I as parent or guardian of the below named minor hereby give my permission for my child or ward to participate in events and day use at the the bike ranch at Rocky Hill, and further agree, individually and on behalf of my child or ward to the terms of the above.

READ WAIVER, THEN SIGN ON REVERSE

