



# MOUNTAIN ACTIVITIES PASS & FACILITIES USE AGREEMENT

PLEASE READ CAREFULLY AND FULLY UNDERSTAND BEFORE SIGNING.

THIS CONTRACT IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The undersigned, being at least 18 years old or that if he/she is younger than 18 years of age is accompanied by a parent or guardian who has read and signed the following release (hereinafter referred to collectively as "I"), attest that I have read, understood and signed the following release.

I AGREE AND UNDERSTAND THAT USE OF BEAR CREEK'S GROUNDS, LAKES, AND ANY OTHER FACILITIES FOR RECREATIONAL ACTIVITIES, INCLUDING BUT NOT LIMITED TO DISC GOLF, HIKING, AND/OR BIKING, CONSTITUTE HAZARDOUS ACTIVITIES (HEREINAFTER "ACTIVITIES"). I RECOGNIZE THAT INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THE ACTIVITIES. I HEREBY AGREE TO FREELY AND EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH TO THE PARTICIPANT WHILE PARTICIPATING IN THE ACTIVITIES. FURTHER, THE PARTICIPANT VOLUNTARILY ELECTS TO PARTICIPATE IN THE ACTIVITIES. I HEREBY ASSUME ALL RISKS WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM THE PARTICIPANT'S INVOLVEMENT IN SUCH ACTIVITIES AND ACCESS TO BEAR CREEK'S FACILITIES AND HEREBY HOLD HARMLESS, RELEASE, INDEMNIFY AND DEFEND BEAR CREEK MOUNTAIN REAL ESTATE, LLC, BEAR CREEK MANAGEMENT Co., LLC, ITS SUBSIDIARIES AND AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER "BEAR CREEK"), OF AND FROM ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE PARTICIPANT WHILE PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY THE NEGLIGENCE AND/OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, ON THE PART OF BEAR CREEK.

**WARNING:** The Activities, including the use of mountain bikes and other recreational equipment, are dangerous sports with inherent and other risks. The risks include but are not limited to:

- Immersion in water or drowning
- Hazardous weather, grounds or trail conditions, including variations in the steepness and condition of the trail surface , logs, rocks, holes, and other debris both on and off the trail corridor
- Collisions or hazardous encounters with vehicles, fixed and/or moveable objects, wildlife, stinging insects, and other obstructions either natural or man-made
- Slips and falls while walking, hiking, or biking on or around the trails and/or other grounds or facilities
- Collisions or hazardous encounters with other users of the facilities
- Mechanical failure of mountain bike equipment, including frame/component failure, brake failure or flat tires
- Allergic reactions to plants and/or stinging insects encountered (poison ivy, poison oak, bees, wasps, etc.)

By execution of this release, Bear Creek shall be indemnified for any injury to other person(s) or property which the participant may cause as a result of engaging in the Activities. I contractually agree that any and all disputes between myself and Bear Creek arising from participation in the Activities and including any claims for personal injury and/or death, will be governed by the laws of the Commonwealth of Pennsylvania and exclusive jurisdiction thereof will be in the state court residing in Berks County where the alleged tort occurred or the federal courts of the Eastern District of the Commonwealth of Pennsylvania.

In the event any section of this release is found to be unenforceable, the remaining terms shall be fully enforceable. This release shall be binding to the fullest extent permitted by law. This release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by Bear Creek as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the participant.

If the participant is a minor, I agree that I am signing as a parent or legal guardian who is at least 18 years of age. I further attest that I have read this release to the minor in age appropriate language and the minor understands the implications of this release and contract and agrees to the terms and conditions set forth herein. I agree to defend and indemnify Bear Creek for any action that is brought by or on behalf of the minor, even if it is alleged that the minor's accident was caused by Bear Creek's negligence.

The user of Bear Creek's facilities voluntarily assumes the risk of injury while participating in the Activities. If you do not agree to assume the risk, please do not use Bear Creek's facilities.

**I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTOOD ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Participant Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_