**BEAR CREEK MOUNTAIN BIKING & HIKING TRAIL USE ACTIVITY 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 MOUTAIN BIKING AND HIKING ARE POTENTIALLY HAZARDOUS ACTIVITIES (HEREINAFTER “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 RECOGNIZE THAT INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THE ACTIVITIES.

**WARNING**: Mountain Biking and Hiking are potentially dangerous activities with inherent and other risks. The risks include but are not limited to:

* Variations in the steepness, contour and configuration of the grounds, slopes and trails and variations in the surface of the grounds, slopes and trails
* The chance of collision with other participants, mountain biker, hiker or spectators.
* Loose or slippery trail conditions.
* Immersion in water
* The chance of collisions with fixed and/or moveable objects, either natural or man-made, on or off the ground slope or trail, above or below the surface of the grounds slopes or trails including but not limited to trees, logs, rocks, holes on or off the trail corridor.
* Failure of or damage to trail features, natural or manmade, including bridges and streams.
* Collisions with vehicles either parked or in motion.
* Allergic reactions to plants or animals encountered while participating in these activities.
* Mechanical failure of mountain bike equipment, including frame, component failure, brake failure or flat tires.

I agree and understand that the participant’s sole responsibility to be familiar with various trails, the release’s rules, signage and any special regulation for Bear Creek Mountain Resort. I agree that these Activities are only permitted in designated areas at Bear Creek. I agree and understand that this release shall be continuing in nature for subsequent visits by the participant during the calendar year set forth below, or the duration of the season. I agree and understand that situations may arise which may be beyond the immediate control of Bear Creek Mountain Resort, and the participant must always ride or hike so as to neither endanger the participant nor others. I accept responsibility for the condition and adequacy of the participant’s equipment. I agree that the participant will ride wearing a helmet that is certified by the Consumer Product Safety Commission and that the participant has no physical or medical condition that to my knowledge would endanger the participant or others while participating in these Activities, or would interfere with the participant’s ability to participate.

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.

**IN CONSIDERATION OF THE ABOVE, I HEREBY ASSUME ALL RISKS WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM MY INVOLVEMENT IN SUCH ACTIVITIES AND HEREBY AGREE TO HOLD HARMLESS, RELEASE, INDEMNIFY, DEFEND, AND NOT SUE 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 NEGLIGENCE, BREACH OF WARRANTY, AND/OR ANY OTHER IMPROPER CONDUCT, EXPRESS OR IMPLIED, ON THE PART OF BEAR CREEK.**

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. I have carefully read the foregoing warning and liability release, understand its contents and sign it with full knowledge of its significance. The participant voluntarily assumes the risk of injury while participating in these Activities. If you do not agree to assume the risk, please do not use Bear Creek’s facilities and do not participate in these Activities.

Competitor Name: Signature: Date:

Parent/Guardian Name: Signature: Date:

Address

City State Zip

Phone E-mail:

Emergency Contact: Phone:

*Revised 06/30/2020*