



BEAR CREEK MOUNTAIN BIKING & HIKING TRAIL USE AGREEMENT

PLEASE READ CAREFULLY AND FULLY UNDERSTAND BEFORE SIGNING.
THIS 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, accept and signed the following release.

I AGREE AND UNDERSTAND THAT MOUNTAIN BIKING AND HIKING ARE 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 THESE ACTIVITIES. FURTHER, THE PARTICIPANT VOLUNTARILY ELECTS TO PARTICIPATE IN THESE ACTIVITIES AND RECOGNIZES THAT INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THESE ACTIVITIES. I 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 NEGLIGENCE, RECKLESSNESS OR RECKLESS BEHAVIOR, BREACH OF WARRANTY, AND/OR ANY OTHER IMPROPER CONDUCT, EXPRESS OR IMPLIED, ON THE PART OF BEAR CREEK, ITS AGENTS OR EMPLOYEES.

WARNING: Mountain biking and hiking are dangerous activities with inherent and other risks. The risks include but are not limited to:

- Variations in the steepness and condition of the trail surface
- The chance of collision with another mountain biker or hiker
- The chance of collision with fixed and/or moveable object, natural or man-made
- Loose or slippery trail surface conditions
- Logs, rocks, holes, and other debris both on and off the trail corridor
- Failure of or damage to trail features, natural or man-made, including bridges
- Stinging insects and other wildlife encountered
- Allergic reactions to plants encountered (poison ivy, poison oak, etc.)
- Mechanical failure of mountain bike equipment, including frame/component failure, brake failure or flat tires

I agree and understand it is the participant's sole responsibility to be familiar with various trails, the releasee's rules, and any special regulations for Bear Creek. I agree and understand that these Activities are only permitted in designated areas at Bear Creek. I agree and understand that ski trails and other areas not specifically designated for these Activities are not maintained for these Activities. Hidden and visible hazards may exist. 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 for the duration of the season. I agree and understand that situations may arise which may be beyond the immediate control of Bear Creek, 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 can protect against serious head injury. I assume all responsibility and liability for the selection of such a helmet. I attest and agree 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 these Activities. I contractually agree that any and all disputes between myself and Bear Creek arising from participation in these Activities, 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 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 mountain biking and hiking trails 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 trails.

Participant Name: _____ Signature: _____ Date: _____

Parent/Guardian Name: _____ Signature: _____ Date: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-mail: _____

Emergency Contact: _____ Phone: _____