



2018 Mountain & Trail Bike/Lift Pass Agreement, Release of Liability, and Indemnification

Please read carefully, this is a Release of Liability, Indemnification, & Waiver of Legal Rights

- Warning – Mountain/Trail Biking is Dangerous!** I understand and accept that mountain and trail bike riding are HAZARDOUS SPORTS that have many dangers and risks. I realize that injuries are a common and ordinary occurrence of these sports and that severe injury, including death, is an inherent risk of mountain biking and trail riding. **I expressly assume all risk associated with mountain biking and trail riding including** without limitation, the risks and inherent dangers associated with mountain and trail bike riding and riding the aerial lift. These risks include, but are not limited to, changes in terrain, partially improved and unimproved trails and roads, naturally rugged terrain, cliffs, rocks of various sizes, rock drops, holes and potholes, depressions, streams and creeks, trees, forest growth, downed timber, roots, loose gravel and dirt, wet or slippery surfaces, debris, changes in weather and trail surfaces, changes in lighting conditions, fences, posts, lift equipment and towers, light poles, signs, buildings, ramps, padded and non-padded barriers, jumps, rails, boxes, and other terrain features, trail equipment, utility or all-terrain vehicles, collisions with other persons, and other natural and man-made hazards, possible equipment failure and/or malfunction of my own or rented or borrowed equipment. Riding a chair lift has additional risks including but not limited to embarking, riding and disembarking from a moving chairlift, falling, being thrown from the chair lift, improper use of equipment, slipping, tripping or being hit by the chairlift.
- In consideration of being allowed to use the area facilities and premises at Giants Ridge, and specifically in exchange for the opportunity to obtain a day or multi-day lift pass or trail pass, I agree to release the Department of Iron Range Resources and Rehabilitation state agency, Guest Services Management, LLC (and its employees and affiliates) and the Giants Ridge Recreation Area (collectively "Giants Ridge") and its agents, employees and officers from any and all liability for personal injury, death or property damage which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or my participation in mountain and trail bike riding, or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result. This release applies to all claims resulting from anything that happens after the execution of this agreement.
- To the extent I am signing on behalf of a minor, **I hereby release Giants Ridge** from any and all liability for personal injury, death or property damage sustained by said minor which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or the minor's participation in mountain and trail bike riding, or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.
_____ **INITIAL of participant or Parent / Guardian**
- I further agree to defend, indemnify and hold harmless Giants Ridge from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to personal injury, death or property damage arising from my or a minor's on whose behalf I signed, participation in mountain biking and trail riding, or other activities at Giants Ridge. I promise not to sue Giants Ridge and further agree that if anyone is physically injured or property is damaged while I am engaged in any activity at Giants Ridge I will have no right to make a claim or file a lawsuit against Giants Ridge. I agree to defend and indemnify Giants Ridge for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause.
- In accordance with Minnesota law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for conduct that constitutes greater than ordinary negligence on the part of Giants Ridge, or its agents, employees and officers.
- This Release of Liability is governed by the Laws of the State of Minnesota and is intended to be interpreted as broadly as possible. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.
- I hereby release Giants Ridge, Guest Services Management, LLC, and the Department of Iron Range Resources and Rehabilitation to take my photograph, and/or that of my minor child/children, and use the image(s) in its promotional materials and publicity efforts, including but not limited to billboards, brochures, magazines, website, social media (i.e. Facebook), and any and all other promotional materials related to Giants Ridge. I understand that use of these images will not be reimbursed in the form of any cash, goods or services.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Participant's Signature

Participant's Printed Name

Date

Parent/Guardian: If the participant is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature

Parent/Guardian's Printed Name

Date

