



CYCLING WAIVER ADVENTURE OUTDOORS LLC

dba GLENWOOD ADVENTURE COMPANY and LAKOTA GUIDES

Participants Name: _____

Participants Date of Birth: _____ / _____ / _____ Age of Participant: _____

Address: _____

City: _____ State: _____ Zip: _____

Emergency Contact Name & Phone Number: _____

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT **PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF** **CERTAIN LEGAL RIGHTS.**

1. The person who is participating in the Adventure Outdoors LLC dba Glenwood Adventure Company and Lakota Guides program or activity shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT'S parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that participation in cycling and traveling to and from activity sites (hereinafter collectively the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PROPERTY DAMAGES, PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned agree and understand that risks and dangers associated with the Activity include, **but are not limited to**, property damage, injury and/or death from or related to:

changing weather conditions, mechanical failure of the equipment, loss of balance, difficulty or inability to control one's speed and direction, variation or steepness in terrain, rapid or uncontrolled acceleration on hills and inclines, variations or changes in the cycling surface including holes or depressions in the roads, exposed rock, snow, ice, earth, trees or other natural or man-made objects, streams, creeks and rivers, cliffs and crevasses, collision with exposed rock, snow, ice. Earth, trees or other natural or man-made objects on or adjacent to the cycling terrain, encounters with wildlife, collision with pedestrians, vehicles or other cyclists, becoming lost or separated from the guides, instructors or other participants, failure to cycle safely or within one's own ability, negligence of other participants, and NEGLIGENCE ON THE PART OF ADVENTURE OUTDOORS LLC OR THEIR STAFF INCLUDING THE FAILURE ON THE PART OF ADVENTURE OUTDOORS LLC OR THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARD OF THE ACTIVITY.

3. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that these and all activities, whether or not described, may be dangerous and may also include risks and dangers which are inherent and/or which cannot be reasonably avoided without changing the nature of the activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY, VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

4. Additionally, in consideration of allowing the Participant to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** Adventure Outdoors LLC dba Glenwood Adventure Company and Lakota Guides (hereinafter "GAC") or any of their respective entities, affiliates, parents, subsidiaries, insurance carriers, agents, employees, guides, representatives, assignees, officers, directors, and/or shareholders of all of the above (each and collectively hereinafter a "Released Party"). Also, the **UNDERSIGNED AGREES TO WAIVE, HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY.**

5. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the Activity regardless of who brings the claim.

6. THE UNDERSIGNED are responsible for determining PARTICIPANT's medical, physical or other qualifications or suitability for participating in the ACTIVITY. THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. The Undersigned authorize any Released Party and/or their authorized personnel to call for medical care for the Participant and/or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel or upon request of the Participant, medical attention is needed. The Undersigned agree that upon Participant's transport to any such medical facility or hospital, the Released Party shall not have any further responsibility for Participant. Further, the Undersigned agree to pay all costs associated with such medical care and related transportation provided for Participant and shall indemnify and hold harmless the Released Party from any costs incurred therein, or any claims and/or liens originating therefrom. THE UNDERSIGNED further agree to assume the risk of any medical or physical condition PARTICIPANT may have, including those conditions described in the space immediately hereafter. (Leaving link blank indicates "none.")

Conditions: _____

7. The Undersigned recognize and understand that **GAC REQUIRES PARTICIPANT TO USE A HELMET AT ALL TIMES WHILE ENGAGED IN THE ACTIVITY OF CYCLING, AND PARTICIPANT AGREES TO WEAR ONE.** The Undersigned understand that helmets may reduce or mitigate the severity of head injuries to Participant but that **HELMETS AND ARE in no way a guarantee of safety**, and that no helmet can protect the wearer against all foreseeable impacts to the head. The Undersigned recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn. The Undersigned also understand that the helmet does not guard against injury to the neck, spine or any other part of the body, and the Activity can expose the user to forces that exceed the limits of protection provided by a helmet. GAC reserves the right to terminate any trip and/or Activity at its sole discretion at any time for any one or more Participants.

8. The Undersigned agree and understand that Participant's name, photograph, voice, or likeness may be used for any reason by GAC or its sponsors, licensees, affiliates, subsidiaries, guides, agents or employees. The Undersigned consent to, authorize and irrevocably grant GAC the right of publicity to own and use without compensation any image(s) collected of Participant while participating in the Activity, and waive any right to privacy in connection therewith.

9. In consideration for allowing Participant to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Participant's participation shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF GARFIELD COUNTY, COLORADO** or in **FEDERAL COURT FOR THE STATE OF COLORADO.**

10. In the case of a minor Participant, the undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in a Glenwood Adventure Company and Lakota Guides Activity.

11. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that they are at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a **legal** parent or **legal** guardian of the minor Participant.

12. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

**I HAVE CAREFULLY READ ALL PAGES OF THE FOREGOING AGREEMENT,
UNDERSTAND THEIR CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN
LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

Signature of PARTICIPANT _____ Date _____

Signature of Parent, Guardian or Custodian (If under 18 years old) is needed beneath the Childs Signature.

1 Minor's Name: _____ Age _____ Date _____ Bike # _____

Parent/ Guardian Signature Executing Waiver on Minors Behalf _____

2 Minor's Name: _____ Age _____ Date _____ Bike # _____

Parent/ Guardian Signature Executing Waiver on Minors Behalf _____

3 Minor's Name: _____ Age _____ Date _____ Bike # _____

Parent/ Guardian Signature Executing Waiver on Minors Behalf _____

4 Minor's Name: _____ Age _____ Date _____ Bike # _____

Parent/ Guardian Signature Executing Waiver on Minors Behalf _____

5 Minor's Name: _____ Age _____ Date _____ Bike # _____

Parent/ Guardian Signature Executing Waiver on Minors Behalf _____

6 Minor's Name: _____ Age _____ Date _____ Bike # _____

Parent/ Guardian Signature Executing Waiver on Minors Behalf _____

7 Minor's Name: _____ Age _____ Date _____ Bike # _____

Parent/ Guardian Signature Executing Waiver on Minors Behalf _____