

# RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

CONSENT. I, \_\_\_\_\_ (Name) of \_\_\_\_\_ (Address), \_\_\_\_\_ (City), \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code), consent to the participation of my Student, \_\_\_\_\_, in the activity of Mountain Biking Lessons, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of \_\_\_\_\_ (Student).

**TO: Wheels Up LLC**, and its **(their)** directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "**the Releasees**") This Waiver is applicable from **January 1, 2019 to December 31, 2019** for **Wheels Up LLC** with your Signing Consent in this Waiver.

## DEFINITION

In this Release Agreement, the term "**Mountain Biking**" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: mountain biking; mountain bike rental; orientational and instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to mountain biking and international mountain bike trips.

## STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE

I am in sound physical and mental condition and am able to take part in the activities provided by Wheels Up LLC. I can make informed, objective decisions. I am completely and adequately covered by appropriate personal insurance coverage which may include health, life, loss of property, loss of income, and liability insurance and if I am not covered I will personally pay for all such costs which I may incur.

## ASSUMPTION OF RISKS

I am aware that I am voluntarily participating and that Mountain Biking involves many risks, dangers and hazards. The risks, dangers and hazards, including but not limited to: 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;

mechanical failure of equipment; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for mountain biking; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, bears and cougars; collision with pedestrians, motor vehicles, and cyclists; becoming lost or separated, from ones party; drowning from water-based activities including rafting; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING. Communication in the remote terrain which is sometimes used for Mountain Biking is difficult and in the event of an accident, rescue and medical treatment may not be readily available.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

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**Participation Signature Initials  
(or Guardian, if under 18)** \_\_\_\_\_

In consideration of the RELEASEES agreeing to my participation in Mountain Biking and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Mountain Biking, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE *OCCUPIERS LIABILITY ACT*, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN MOUNTAIN BIKING REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Mountain Biking;

3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province where the Mountain Biking takes place and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Mountain Biking takes place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Mountain Biking, other than what is set forth in this Release Agreement. I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

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**EMERGENCY CONTACT.** In case of an emergency, please call \_\_\_\_\_  
(Relationship: \_\_\_\_\_) at \_\_\_\_\_ (Day), or \_\_\_\_\_ (Evening).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_