

**AGREEMENT FOR USE OF MOUNTAIN BIKE
AND
RELEASE AND WAIVER OF LIABILITY**

Potato Hill farm Outdoor Education Center (PHFOEC) owns a number of mountain bikes, and biking equipment. To ensure that such equipment is used properly, and to ensure that the individual using the equipment (the "Rider") behaves responsibly and has the best possible experience, PHFOEC requires that the Rider (and the Rider's parent or other legal guardian, if the Rider is under 18) read and sign this agreement, which defines the Rider's obligations in exchange for using a PHFOEC bike (the "Bike").

Name of Rider: _____
Name of Parent or Legal Guardian: _____
Phone No.: _____
Address: _____
City, State Zip Code: _____
Height (in inches): _____
School: _____

PLEASE READ CAREFULLY BEFORE SIGNING

AGREEMENT FOR USE OF BIKE

The Rider agrees to ride safely and with consideration for all other users of the road and/or trail. The Rider further agrees to read, be familiar with, and abide by PHFOEC rules for the trail, and all rules and regulations of the Rider's school or recreation program.

Rider Initials _____ **Rider's Parent or Legal Guardian Initials** _____

MOUNTAIN BIKE RELEASE AND WAIVER OF LIABILITY

A. Risk of Personal Injury

The rider understands that the risks of mountain biking are numerous and include, but are not limited to, the following: head injuries, cuts, scrapes, and broken bones; falling and/or loss of control; encountering trees, limbs, brush, rocks, structures, ropes, barriers, or other man made or naturally occurring obstacles; encountering unpredictable terrain such as varying steepness, mud, holes, grave, or narrow trails; the potential **negligence** of other riders or persons; an, the potential **negligence** of PHFOEC or any of the persons or organizations associated with PHFOEC, including the owners of the roads and trails being used by the Rider.

Rider Initials _____ **Rider's Parent or Legal Guardian Initials** _____

B. Use of Bike

I. A helmet and other protective equipment have been provided for the Rider and the Rider will wear a helmet every time the Rider rides the Bike. The Rider understands that wearing a helmet may decrease the risk of head injury and that the helmet needs to be securely buckled at all times. The Rider further understands that pads and gloves are other protective gear that must be worn at all times.

II. The Bike given to the Rider for the Rider's temporary use is in working condition. The Rider is physically and mentally able to ride the bike and is familiar with mountain bike riding, the physical and mental requirements of mountain bike riding, and the risks involved with this activity.

III. The Rider will read and follow all instructions and signs. The Rider and the Rider's parent or legal guardian agree that PHFOEC may revoke or confiscate the Bike and prevent the Rider's use of the bike because of the Rider's unsafe or impolite conduct or failure to obey PHFOEC's rules or instructions, or because of any other violation of the terms of this agreement and waiver. Inflicting intentional damage to

the Bike, or doing so through reckless conduct, is expressly forbidden; the cost incurred by PHFOEC in fixing a Bike that has been intentionally or recklessly damaged by a Rider may be imposed on the Rider and his/her parents or legal guardian.

Rider Initials _____ Rider's Parent or Legal Guardian Initials _____

C. Release of all Liability (including negligence)

THE RIDER AGREES TO FULLY RELEASE AND DISCHARGE PHFOEC FROM ANY LIABILITY for any legal suit, cause of action or claim of any kind, including any legal suit, cause of action or claim alleging damage or injury caused by negligence attributable to PHFOEC or any of the persons or organizations associated with PHFOEC, including the owners of the roads and trails being used by the Rider, (all, the "PHFOEC Providers") and occurring as a result of the Rider's use of the bike, or participation in the activity of mountain bike riding.

Rider Initials _____ Rider's Parent or Legal Guardian Initials _____

D. Promise Not to Sue and Hold Harmless

In consideration of being permitted to use the Bike, or of my child's being permitted to use the Bike, and participate in the activity of mountain biking, I agree, on my own behalf and on behalf of my child, not to assert or bring, at any time in the future, against the PHFOEC Providers, any legal suit, cause of action or claim of any kind as a result of, or in any way arising out of or connected with, my or my child's use of the Bike and/or participation in the activity of mountain biking. I further agree to indemnify and hold the PHFOEC Providers harmless from any and all such suits, causes of action and claims by me or my child, or anyone else related to or associated with either of us, or anyone representing any of the foregoing. I understand and agree that, with respect to PHFOEC Providers, I am assuming all risk of illness, injury or other harm that I or my child may incur as a result of my or my child's use of the Bike and participation in the activity of mountain biking. I understand this agreement limits my legal rights and it is binding upon me, my heirs and legal representatives. If portions of this agreement are invalid, it is agreed the remaining portions will remain intact and enforceable. By signing the Release of Liability, I acknowledge I have fully read and understand the above and foregoing.

Rider Initials _____ Rider's Parent or Legal Guardian Initials _____

All Riders under the age of 18 years are required to have a parent or legal guardian read and also sign this Release: The parent or legal guardian and the Rider have read, understand and agree to comply with this Release. By signing this document, the parent or legal guardian agrees to each of the provisions above.

The parent or legal guardian must also sign the attached "Hands on disclosure" form.

I agree to the terms of this agreement and waiver.

Signature of Rider: _____ Date: _____

I agree to the terms of this agreement and waiver.

Signature of
Parent/Guardian Related to Rider: _____ Date: _____