

RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS

READ CAREFULLY BEFORE SIGNING

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT

SPIRIT MOUNTAIN RECREATION AREA AUTHORITY 2018-19 MOUNTAIN BIKING, INCLUDING MOUNTAIN BIKE RACES, EVENTS, WINTER FAT BIKING, DEMOS, CAMPS, LESSONS, CLINICS AND SEASON PASSES

The participant identified below, who is at least 18 years old (the "Adult") has read this agreement and has signed it, or if participant is younger than 18 ("Minor"), the Minor's parent or legal guardian (the "Adult"), has read this agreement and signed it on behalf of him/herself and the Minor. The Adult or the Minor participant and the Minor's parent or legal guardian collectively, will be referred to herein as the "Undersigned". "Participant" refers to the person actually taking part in some or all of the summer and winter activities including, but not limited to, lift transport, mountain bike riding, including the Spirit Mountain Bike Park races/events, mountain bike tours, clinics, camps, lessons, Spirit Mountain transport vehicles, related activities that take participants off Spirit Mountain premises, or any other use of the facilities or services (collectively the "Activity") at Spirit Mountain Recreation Area. **The Undersigned understands and agrees that Participant will not be permitted to take part in an Activity unless this Warning, Assumption of Risk, Release of Liability, and Indemnity Agreement is fully executed.**

UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS AGREEMENT WILL APPLY FOR EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING THE 2018-19 SEASON WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL FORM FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKES IT IN WRITING AND THAT WRITING IS ACCEPTED IN A WRITING SIGNED BY SPIRIT MOUNTAIN RECREATION AREA AND THE CITY OF DULUTH'S AUTHORIZED REPRESENTATIVES. THE PERSON SIGNING BELOW ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT FOR HIM/HERSELF AND, IF APPLICABLE, ON BEHALF OF MINOR, HE/SHE IS ASSUMING RISKS, WAIVING RIGHTS AND RELEASING CLAIMS IN ADDITION TO THOSE ADDRESSED BY MINNESOTA LAW AND THE CITY OF DULUTH.

Undersigned understands and agrees that the Activity in which Participant will be engaged involves risks, known or unknown, inherent or otherwise, and that some of which are described herein. Undersigned understands and agrees that the Activity involves strenuous physical activity that may be hazardous to some people due to their physical condition and understands and agrees that outdoor activities, especially mountain biking, involve dangers and risks that can lead to serious injury and death. Such dangers and risks include, without limitation, becoming lost or disoriented, rapidly changing weather conditions, exposure to the sun, rain, snow, hail and lightning, hypothermia, dangers caused by other persons engaged in similar activities, the possible occurrence of landslides and flooding, skin irritations and illness due to plants, wildlife encounters, horseback riders, para-gliders, falling trees and limbs.

MOUNTAIN BIKING IS A DANGEROUS AND HAZARDOUS ACTIVITY WHICH CAN RESULT IN SERIOUS INJURY OR DEATH. Mountain biking is different than road biking, and may be more dangerous than road biking in that it is done on partially improved and unimproved trails and roads, as well as on naturally rugged terrain. Mountain biking involves risks, including, but not limited to, steep slopes, rocks of various sizes, trees, roots, tree stumps, cliffs, rock drops, holes and potholes, depressions, streams and creeks, dirt features and other constructed features such as bridges, ramps, ladders, bumps, berms, jumps and drops, wall-rides, elevated stunts, uneven and/or slippery trail conditions, varying slopes, variations in terrain, forest growth, loose gravel and dirt, wet surfaces, downed timber, debris, collisions, other riders, hikers and pedestrians, heavy equipment and vehicles. Trail conditions and features may change quickly due to weather, use and other factors. Undersigned understands and agrees that there are risks involved in decision-making and conduct of Spirit Mountain Recreation Area's employees involved with the Activity, including, but not limited to, the risks involved with rescue operations and/or medical care conducted or provided by Spirit Mountain Recreation Area personnel, the risks associated with decisions made by Spirit Mountain Recreation Area personnel to open and/or

close terrain, and the risk that an instructor/coach/guide may misjudge Participant's abilities, conditioning, or misjudge weather, terrain, trail conditions, route selection, location, or some aspect of Participant's mental, emotional or physical condition that may make a certain portion of the Activity appropriate or inappropriate for the Participant.

Undersigned understands and agrees that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lift and access the terrain they choose. Adult also understands and agrees that Minor may be riding the lift without being accompanied by an adult and hereby gives permission for the Minor to do so. Adult agrees that that he/she will instruct and direct Minor to abide by the rules and regulations of Spirit Mountain Recreation Area and to follow instruction and direction from Spirit Mountain Recreation Area staff. Adult for him/herself and/or, if applicable, on behalf of Minor hereby freely and expressly agrees to ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH to the Participant in any way connected with the Activity. RECOGNIZING THE RISKS, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY AND, IF APPLICABLE, VOLUNTARILY CHOOSES TO ALLOW MINOR TO PARTICIPATE IN THE ACTIVITY AND REPRESENTS THAT PARTICIPANT HAS THE SKILLS AND DEXTERITY TO SAFELY PARTICIPATE IN THE ACTIVITY AND WILL AT ALL TIMES RIDE WITHIN HIS/HER ABILITIES OR PARTICIPATE IN OTHER PARTS OF THE ACTIVITY IN A PRUDENT AND RESPONSIBLE MANNER, INCLUDING FOLLOWING THE BIKE RESPONSIBILITY CODE.

By signing this Agreement Undersigned acknowledges the risks associated with the Activity and, as a condition to Participant engaging in the Activity, Undersigned agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in the Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Spirit Mountain Recreation Area Authority, SMRA, City of Duluth, MN, and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers, and agents as well as any Activity sponsors, equipment manufacturers and distributors (hereinafter the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in any Activity; and (3) INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Spirit Mountain Recreation Area Activity and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant. Undersigned agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned.

HELMETS ARE REQUIRED while mountain biking at Spirit Mountain Recreation Area and/or participating in races/events, bike camps and/or instruction camps/lessons. Undersigned agrees that Participant will wear a helmet at all times while riding at Spirit Mountain Recreation Area and participating in Spirit Mountain Recreation Area races/events, camps, clinics and/or lessons and will operate his/her mountain bike only on marked trails or roads, unless specifically authorized to operate his/her mountain bike elsewhere by Spirit Mountain Recreation Area staff. Undersigned understands and agrees that although Participant may be wearing a helmet, a helmet cannot guarantee Participant's safety and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. Participant agrees to wear appropriate safety equipment, as established by industry standards and common safety practices and assumes all risks associated with failure to wear appropriate safety equipment. Prior to mountain biking Participant will inspect his/her bicycle and assure him/herself that it is in good operating order and can be safely used.

Undersigned authorizes Spirit Mountain Recreation Area and/or its authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility if, in the opinion of such personnel, medical attention is needed for the Participant. It is agreed that upon transport to any medical facility, Spirit Mountain Recreation Area shall not have any further responsibility for the Participant, and all costs associated with such medical care and related transportation provided for the Participant shall be paid by Undersigned and the Undersigned does hereby indemnify and hold harmless the Indemnified Parties of and from any costs incurred therein.

Undersigned gives Spirit Mountain Recreation Area permission to take and use photographs, video recordings, or movies of Participant taken during an Activity and use and sublicense such material for any purpose in promoting Spirit Mountain Recreation Area or related activities of Spirit Mountain Recreation Area in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

The adult signing below agrees for him/herself and Minor that **ALL** claims arising from or related to any Activity, including for injury to person or property and/or death shall be **GOVERNED BY MINNESOTA LAW, without regard to conflicts of law principles, AND EXCLUSIVE JURISDICTION shall be in District Court for St. Louis County or in Federal Court for the for the district of Minnesota. UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVES ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. **THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF MINOR AND THAT MINOR WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTANDS AND AGREES THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF MINOR, MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITY.** This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

COMPLETE WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT IS CONTINUED ON THE REVERSE SIDE OF THIS SHEET. PLEASE READ CAREFULLY BEFORE SIGNING.

I, the Undersigned (as defined on the reverse), have carefully read and understood the contents of the Agreement ABOVE AND ON THE REVERSE SIDE OF THIS FORM and I am aware that I am releasing certain legal rights that I may otherwise have. If applicable, (1) I acknowledge, as the parent or authorized legal guardian of the Minor Participant that I am signing this Agreement on behalf of the Minor Participant, and the Minor Participant and I will each be bound by all the terms of the Agreement and (2) if this Agreement is not signed on behalf of the Minor Participant, the Minor Participant will not be permitted to participate in the Activity.

EXECUTED AND AGREED TO THIS _____ OF _____, 20____
(Date) (Month)

Print Name of Participant Participant's Date of Birth Signature of Participant if 18 or Older

PARENT/LEGAL GUARDIAN of Minor Participant (Print) PARENT/LEGAL GUARDIAN of Minor Participant (Signature)

Participant email: _____ Participant Phone: _____