



**DOWNHILL MOUNTAIN BIKING  
ASSUMPTION OF THE RISK, RELEASE AND WAIVER AGREEMENT**

Name \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Date of Birth: \_\_\_\_\_

Emergency contact: \_\_\_\_\_

Ability Level (check one)    Beginner     Intermediate     Advanced

Bike # \_\_\_\_\_ Helmet # \_\_\_\_\_ Time Out: \_\_\_\_\_.

Seven Springs Farm Inc., d/b/a Seven Springs Mountain Resort, it’s owners, officers, employees, agents, representatives, parents and affiliates (hereinafter, “Seven Springs”) provides its guests the opportunity to participate in downhill mountain biking. I understand that there is a risk of serious injury or death if I participate in this activity. The risks are too numerous to completely list, but some of them are: (1) falls and collisions caused by natural and man made obstacles and hazards (for example, variations in terrain, mud, dirt, gravel, rocks, trees, stumps, and other forms of forest growth or debris, jumps, ladders, drops, moguls, bike park features, stairs, tight switchbacks, raised platforms, wheel lifts, fences, posts, poles, barriers, and bridges); (2) collisions with persons, vehicles, and bicycles (3) bicycle loss of control (4) heat exhaustion or heat stroke; (5) negligence on the part of Seven Springs (for example, failure to adequately construct or maintain trails or bike park features; failure to warn of hazards and obstacles; and, failure to maintain bikes and other equipment); and, (6) cardiac problems, stroke, loss of consciousness, and other conditions that may be worsened by physical activity. You may, but are not required to, list any conditions that are a concern here:

\_\_\_\_\_:

**In consideration for being allowed to participate in downhill mountain biking, I agree to the following:**

- (1) to accept all risks arising out of or relating to downhill mountain biking, including, but not limited to, the risks listed above. I understand that this means I am accepting the risk of injury or death due to Seven Springs’ negligence (for example, failure to adequately construct or maintain trails or bike park features; failure to warn of hazards or obstacles; and, failure to maintain bikes and other equipment).
- (2) to follow all rules, instructions and directions of Seven Springs, including, but not limited to, the “Rules of the Trail.” and “Ride Smart.” Also, I agree to wear all required protective equipment (including helmets and body armor).
- (3) to waive my right to bring any claims against Seven Springs that arise out of or relate to my participation in downhill mountain biking, and to release Seven Springs from liability for any such claims. This waiver and release includes claims based upon allegations of negligence on the part of Seven Springs (for example, failure to adequately construct or maintain trails or bike park features; failure to warn of hazards and obstacles; and, failure to maintain bikes and other equipment). I further agree that I will indemnify, hold harmless, and reimburse Seven Springs for all losses (including attorneys’ fees and costs) from any claims brought by any persons or entities arising out of or relating to my participation in downhill mountain biking.
- (4) that the terms of this Agreement are binding on my heirs, executors, administrators and assigns, and shall be governed by the laws of the Commonwealth of Pennsylvania. All disputes arising under this Agreement shall be litigated in the Court of Common Pleas of Somerset County, Pennsylvania.
- (5) that all rented bicycles are accepted by me “as is,” and that Seven Springs does not guarantee their safety or their fitness for any particular purpose or use. I also agree to pay all security deposits, breakage fees, or other fees required for bicycle rental; and, unless otherwise agreed to in writing, to pay 100% of the cost of repair or replacement ( at current retail value) of rental bicycles.
- (6) that I am 12 years old or older.

(7) full Body Armor is strongly recommended. Refused Full Body Armor \_\_\_\_\_ (initial)

(8) that I will use a downhill mountain bike equipped with front suspension.

**Adults:** I understand this Agreement and enter into it voluntarily.

(signature)\_\_\_\_\_ (date)\_\_\_\_\_

**Minors:** I understand this Agreement and enter into it voluntarily. I have discussed this Agreement with my parent, guardian, or the adult responsible for my well-being and safety while I use a downhill mountain bike.

(signature)\_\_\_\_\_ (date)\_\_\_\_\_

**Parents, guardians, or responsible adults:** I agree: (1) that I have discussed this Agreement with the minor; (2) that paragraphs four and five above apply to any claim by me related to the minor's participation; (3) that I will pay any amounts due under paragraph five; and, (4) to indemnify and hold Seven Springs harmless for all losses (including attorneys' fees and costs) from any claims by or on behalf of the minor related to the minor's participation in downhill mountain biking.

(signature)\_\_\_\_\_ (date)\_\_\_\_\_