

The undersigned desires to engage in mountain biking at the Howler Bike Park (the "Activity"). **BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU ARE AWARE OF THE DANGERS INHERENT IN MOUNTAIN BIKING, THE POSSIBILITY OF SERIOUS PHYSICAL INJURY OR DEATH, OR MENTAL OR EMOTIONAL INJURY, TO YOU, THE POSSIBILITY OF DAMAGE TO YOUR BIKE, AND AGREE THAT YOU ARE ASSUMING ANY AND ALL RISKS ASSOCIATED WITH THE ACTIVITY**, including, but not limited to uneven and/or slippery trail and feature conditions, varying slopes and terrain, bumps, stumps, trees, roots, forest growth, cliffs, rock and rock drops, loose gravel and dirt, wet surfaces, holes and potholes, downed timber, debris, depressions, other bikes, dirt and wood features and other constructed features, shuttle loading and unloading, padded and non-padded barriers, all terrain vehicles, motor vehicles, paved surfaces, collisions with vehicles, riders, pedestrians, objects and heavy equipment, and mechanical or other failure of rental or personal equipment.

In consideration of being allowed to engage in the Activity the sufficiency of which consideration is hereby acknowledged, the undersigned, and the undersigned's parent or guardian, if the undersigned is a minor (under age 18), hereby knowingly and voluntarily enter into this Agreement, and agree as follows:

1. I/we acknowledge that the Activity involves known and unanticipated risks that could result in physical or emotional injury, paralysis, permanent disability, death, and property damage. I/we understand such risks are inherent in participating in the Activity. I/we assume all risks associated with participating in the Activity and release, waive and discharge from liability, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, Howler Bike Park, LLC, and each of their managers, members, owners, directors, officers, employees, agents, and all other persons or entities acting for them (hereinafter collectively referred to as the "Released Parties"), on behalf of myself, my children, parents, heirs, assigns, personal representatives and estate.
2. I/we accept and assume all of the risks inherent in the Activity **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES**. I/we agree that participation in the Activity is purely voluntary and I/we elect to participate despite the risks. In addition, if at any time I/we believe that Activity conditions are unsafe I/we will bring this to the attention of a representative of the Released Parties, and I/we will immediately discontinue participation in the Activity.
3. I/we hereby voluntarily release, waive, forever discharge, and agree to protect, defend, indemnify and hold harmless the Released Parties from: any and all claims; demands; damages and expenses, including, but not limited to, medical expenses, in each case that I/we may incur or that may be incurred on my/our behalf; or causes of action (collectively "Claims") which are in any way connected with, or which may arise, in whole or in part, from participation in the Activity, or use of the bike or any equipment provided by the Released Parties, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES**. This release does not apply to claims arising from the willful or intentional misconduct of the Released Parties.
4. I/we agree that only those signing this Agreement are permitted to use the bike.
5. I/we agree that appropriate safety apparel and equipment, **including a bicycle helmet**, will be utilized at all times when engaged in the Activity.
6. I/we accept the risk inherent in engaging in the Activity during severe weather.
7. I/we agree that I/we are competent to engage in the Activity, competent to perform a safety check of the bike prior to each use, and that the Activity will be conducted in compliance with all applicable laws and regulations, and Howler Bike Park Rules.
8. I/we agree riders under the age of 16 years, must always be accompanied by an adult rider (18 years or older). Riders under 18 years found riding without an adult present, will forfeit the ride pass without a refund.
9. I/we agree to comply with Howler Bike Park's **Mountain Bikers Responsibility Code**.
10. I/we agree that the Released Parties' liability for damages for any cause, regardless of the form of any claim or action, shall not exceed the amount of demo/rental fees paid by me/us under this Agreement. The bike is provided in its **AS IS** condition and the Released Parties provides **NO WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**.
11. This Agreement is governed by the internal laws of the State of Missouri. The exclusive venue for any suit arising out of or related to this Agreement, or participation in the Activity, whether arising in contract, tort or otherwise, shall be in the state or federal courts located in Springfield, Greene County, Missouri. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement is the entire agreement with respect to the subject matter hereof.
12. If for any reason Howler Bike Park, LLC is required to engage an attorney to enforce this Agreement, I/we agree to reimburse Howler Bike Park, LLC for costs and reasonable attorney's fees incurred in enforcing this Agreement.
13. I/we agree that if any provisions of this Agreement are found to be unenforceable by a court of competent jurisdiction, that provision shall be subject to reformation to remove the objection, and if reformation is not available, the provision shall be severed, and the remaining provisions shall remain in full force and effect.

I/we have had sufficient time to read this entire document and understand that I/we are free to have it reviewed by legal counsel prior to signing. I/we understand that the Activity might not be made available to me/us or that the cost to engage in the Activity would be significantly greater absent this Agreement, and agree that the opportunity to participate in the Activity at the stated cost in return for the execution of this Agreement is a reasonable bargain.

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Date \_\_\_\_\_

**PARENT OR GUARDIAN ACKNOWLEDGMENT** (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ [print minor's name] being permitted to participate in the Activity, I agree to be bound by all provisions, waivers and releases contained in the foregoing Agreement all of which are incorporated herein by this reference, and further agree to protect, defend, indemnify and hold harmless the Released Parties, including attorney fees incurred by them, from any Claims which are brought against the Released Parties by any person or entity relating the minor's participation in the Activity, including Claims brought by or on behalf of the above named minor or me, or which are in any way connected with the participation by the minor in the Activity **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES.**

Parent(s) or Guardian \_\_\_\_\_  
Print Name(s) \_\_\_\_\_  
Date \_\_\_\_\_