

MOUNTAIN BIKING

RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (Whether using a Personal Bike, a Rental Bike, or Receiving Instruction)

(A SEPARATE FORM MUST BE COMPLETED FOR EACH PARTICIPANT)

In consideration of being allowed to participate in Adventure WV, LLC, d/b/a Adventures on the Gorge, d/b/a Class VI-Mountain River and/or The Rivermen, Inc., mountain biking or biking activities, whether using a personal bike or a rental bike on their properties or receiving instruction in biking activities (the "Activity"), I represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in the Activity, which involves riding bicycles over roads and trails or through rugged terrain which may or may not be designed or maintained for that purpose. I know that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and death, and loss or damage to personal property which may be caused by my own actions or inactions, by others or by the conditions in which the Activity takes place and includes but is not limited to the risks of falling while riding, whether or not on uneven terrain or after becoming airborne; collisions with other persons or objects; the excessive speed, negligence or inexperience of others, equipment failure or inadequate safety equipment; and uneven or changing trail conditions and weather conditions. I agree to only participate while wearing appropriate or required protective and safety equipment; to follow the instructions of the guides and instructors; and, if I believe it unsafe to immediately discontinue my participation. I realize that there may be other risks not now known to me or not readily foreseeable but I fully accept and assume all such risks, whether or not identified above, and I assume all responsibility for losses and damages which I may suffer as a result of my participation in this Activity.

The Releasees identified below may also have been requested to arrange for my participation in activities or services, including lodging or meals, provided by others ("Additional Services") and I acknowledge that the Releasees have made no representations whatsoever as to the safety or quality of those Additional Services.

I HEREBY RELEASE Adventure WV, LLC, d/b/a Adventures on the Gorge, d/b/a Class VI-Mountain River and/or The Rivermen, Inc., any parent, related and/or subsidiary corporations, partnerships, companies and entities; their respective administrators, directors, agents, officers, volunteers, and employees; other participants; sponsors; advertisers; and the owners and lessors of the property on which the Activity takes place (the "Releasees") from all liability, claims, demands, losses, costs and damages arising or asserted to arise, directly or indirectly, in whole or in part, from the Activity or the Additional Services whether resulting from negligence or otherwise, including rescue operations, and will indemnify and hold harmless the Releasees as to all such matters.

I consent to the use without compensation by the Releasees of photographs and video recordings made of me or the minor identified below while participating in the Activity or using the Additional Services without compensation and agree that all such materials, including negatives, are the sole property of the Releasees.

I agree that the exclusive venue of any suit or claim against the Releasees for any reason whatsoever shall be the Magistrate or Circuit Courts of Fayette County, West Virginia; consent to the jurisdiction of such Courts as to any action against me to enforce this Agreement; and agree that this Agreement is to be enforced in accordance with the law of the State of West Virginia.

I have read the foregoing Release, Assumption of Risk And Indemnity Agreement; understand that I will give up substantial rights by signing it; sign it freely and without any inducement or assurance of any nature not stated herein; intend it to be a complete and unconditional release, assumption of risk and indemnity to the greatest extent allowed by law; and agree that if any portion of this Agreement is held invalid the remainder shall continue in full force and effect.

Printed Name of Participant

Date

Signature of Participant

(SEE REVERSE)

ADULT CONSENT AND ASSUMPTION OF RESPONSIBILITY FOR MINORS (Required for Participant under the age of 18)

I understand the nature of the above Activity, am familiar with the Minor's experience and capabilities, and believe the Minor to be qualified to participate. I hereby personally accept and undertake, individually and in my own name, all of the obligations stated above specifically including the release, assumption of risk, and hold harmless provisions as to the Releasees of all liability, claims, demands, losses and damages suffered or alleged to have been suffered or incurred by the Minor or to others resulting from injury to the Minor.

Printed Name

Relationship to Minor

Signature

Date

(Minor must also complete Reverse)

PLEASE READ CAREFULLY
PRELIMINARY INSTRUCTIONS

Participants have a duty to act as would a reasonably prudent person when engaging in recreational activities offered by commercial outfitters and their employees. This and other duties will be explained to you before beginning participation.

1. Do you need to talk to your guide about any matters, including medical conditions or medications, before beginning participation in the Activity? Yes____ No____

2. Have you participated in any activities with Adventure WV, LLC; Class VI-Mountain River or Rivermen before? Yes____ No____

3. Do you (or if this Release is given for a minor, that minor) have previous experience riding a mountain bike in rough terrain? Yes ____ No ____

PLEASE PRINT

FIRST NAME: _____ LAST NAME: _____

ADDRESS 1: _____

ADDRESS 2: _____

CITY: _____ STATE: _____ ZIP CODE: _____

DAY TIME PHONE: _____ EVENING PHONE: _____

AGE: _____ DATE OF BIRTH: _____

To receive our e-newsletters, specials, hot deals, high water alerts or other information, please give your email address!

EMAIL ADDRESS: _____

(SEE REVERSE)