

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

Navy Morale, Welfare and Recreation (MWR) Department _____ and its staff have done everything possible to assure that our patrons experience a rewarding experience. We wish to inform our patrons that Mountain Biking is not risk free. The same elements that contribute to the unique character and fun of exploring the country by bike such as physical exertion or the outdoors can cause loss or damage to equipment, and injury, illness, or in extreme cases, permanent trauma or death to myself or others under my supervision. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read, sign, and return this document to our office.

MOUNTAIN BIKING ACKNOWLEDGMENT OF RISK

There are many risks to be experienced while Mountain Biking. Equipment may break or malfunction causing loss of property or injury. Dirt, water or other natural or foreign objects can affect the handling and working characteristics of the bike leading to brake failures or other problems. The terrain you will be riding will make controlling the bike unpredictable. Rocks, roots, trail work, trail steps can affect your ability to ride, brake and control the bike. The trail surface may make braking difficult or impossible. Riding a bike requires physical exertion and effort. You might ride over rocks, stumps or other debris while riding along trails. You may be required to cross streams where you are unable to see the bottom and the current will push the bike over. The water will affect your bike's performance in the stream and once you leave the stream.

The trails you will be riding are dangerous. There may not be any room for error if you ride off the trail. Trails may have drop offs or cliffs on one side. Trails may be narrow, "single track" which makes passing and maintaining your position on the trail difficult.

Anytime you are riding a bike you are subject to the laws of the state you are riding. In addition, automobiles and other vehicles are always a serious risk to bicyclists once you leave the trail. Always ride defensively and be aware of all traffic on the road or near where you are riding. Accidents can occur getting on or off your bike. You might injure yourself by falling against some object in or around the bike.

Falling off the bike will be hazardous. You may fall to the ground or over an embankment, onto rocks or other debris or into plants alongside or on the trail. The faster you are riding the greater the impact and injuries you will receive if you fall. You also may be subject to another rider falling or hitting you as you ride which could lead to a collision or falling off your bike.

As a Mountain Biker, you will be totally responsible for your own movement and safety while riding. This requires physical exertion as well as emotional and mental stability. You will be primarily responsible for your own rescues. Company will not be available as a backup rescue due to the inherent nature of the sport.

Accidents can occur during off-bike travel. Trails are often steep, rocky, and slippery. Hikes involve crossing streams where footing can be awkward. Participants can slip or fall during a hike, resulting in injury. Poisonous or dangerous plants, insects, or animals can be found with harmful effects to some patrons on or off your bike. Exposure to the natural elements can be uncomfortable or harmful. Heat-sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, wind, rain, outdoor, using portable toilet facilities, eating meals out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury.

Any mechanical breakdown of the bike will require time to fix and/or repair the problem. This may be frustrating and cause you to miss some parts of the program or the time you have on the bike. Flat tires and other breakdowns are a normal part of mountain bike riding.

As part of the Mountaining Bike trip, Navy MWR Department _____ may provide transportation by motor vehicle, van, or bus to and from the starting and ending point. In that event, I understand and agree that I cannot hold _____ liable for any injury I received due to the transportation Navy MWR Department _____ provides. Accidents occur during travel to and from the starting and ending point of the trip over the roads and highway. I agree that terms of this release shall cover any injury I receive due to an accident on the part of Navy MWR Department _____ whether by their negligence or the negligence of others.

PLEASE READ OTHER SIDE

The list of possible accidents stated above may inflict bodily injury, disease, strains, fractures, partial and/or total paralysis, other ailments that could cause serious disability or death. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while Mountain Biking. Most of these injuries are rare and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I certify that my family, including minor children, and myself are fully capable of participating in the Mountain Biking activity. I state that I have read the above statement on some of the possible risks in the Mountain Biking activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another participant on the trip, or the negligence of Navy MWR Department _____ and its staff. I also understand that Navy MWR Department _____ reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Mountain biking activity. My family and I are in good physical condition and able to undertake the Mountain Biking activity.

I agree to indemnify and hold harmless Navy MWR, Navy MWR Department _____, _____ and its staff, and the U.S. Navy, and its members, agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from my families or my participation in the Mountain Biking activity. I further agree to release, acquit and covenant not to sue Navy MWR, Navy MWR Department _____, _____ and its staff, and the U.S. Navy, and its members, agents and employees for all actions, causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Navy MWR _____ and its staff or my family, myself, or my heirs, against Navy MWR Department _____ and its staff arising out of participation in the Mountain Biking activity. In short, I cannot sue Navy MWR, Navy MWR Department _____, _____ and its staff, and the U.S. Navy, and its members, agents and employees, and if I do, I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be governed under the Federal Tort Claims Act, Military Claims Act, Foreign Claims Act, Suits in Admiralty Act, Public Vessels Act or Admiralty Extension Act, which ever is applicable. The terms of this agreement shall continue and be in effect after the Mountain Biking program has ended.

As liquidated damages, I hereby agree that if Navy MWR Department _____ is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf; accordingly, my heirs or executors and I agree to pay court costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I authorize and release to Navy MWR _____ and its staff the use of my image in any photograph or video recording for any purpose of Navy MWR _____.

I have adequate health, disability and life insurance for my family and myself.

I hereby give permission for transportation to any medical facility or hospital and I authorize any guide, or medical personnel to render necessary emergency medical care for my family or me. I hereby authorize the release of any medical information, including information concerning my HIV or "AIDS" status, in the possession of Navy MWR Department _____ to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against Navy MWR Department _____ and its staff or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information including my HIV or "AIDS" status.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this _____ day of _____ 20__.

☐ By checking this box, I indicate that my family and I have previous Mountain Biking experience.

PLEASE READ OTHER SIDE

[] No one in my family or I have any medical condition that would prevent our participation in this activity except:
_____.

I have read and understood this agreement.

FIRST PARTICIPANT SIGNATURE

SECOND PARTICIPANT SIGNATURE

PRINTED NAME

PRINTED NAME

ADDRESS

THIRD PARTICIPANT SIGNATURE

PHONE: _____

PRINTED NAME

IN CASE OF EMERGENCY PLEASE CONTACT: _____

PHONE: _____

I CARRY MEDICAL INSURANCE. YES _____ NO _____ GROUP NUMBER: _____

NAME OF PROVIDER: _____

PLEASE READ OTHER SIDE