

DATE: \_\_\_\_\_

ENGLISH WAIVER



**RELEASE OF LIABILITY**

**DEFINITIONS:**

The term "mountain biking" shall include all activities, services and use of the Punta Venado Bike Park, collectively referred as the "Owners", that is in any way related to the riding of bicycles including, but not limited to: transportation, accommodations and recreational activities in addition to bicycling, loading, unloading and travel in or movement around the recreation area; and all other activities in the recreation area.

**ASSUMPTION OF RISKS, TERRAIN, WILDERNESS, TRAVEL, WEATHER, ETC.**

I am aware that participating in Mountain Biking involves many risks, dangers and hazards including but not limited to: hiking, walking or traversing on rough and uneven terrain; changing weather conditions which may cause the trails, walkways and parking areas to be muddy, slippery or to have unexpected depressions, bumps, ruts, rocks or other conditions which could cause me to fall and be severely hurt, or even killed; the danger of impact or collision with natural or man-made obstacles and/or other participants, injuries caused by natural environment such as trees, hazardous vegetation or wildlife (native animals). NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN MOUNTAIN BIKING. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that mountain biking is an action sport and recreational activity involving travel in three dimensions and that such activity is subject to mishap and even injury to or the death of participants. I understand I may suffer broken bones, internal injuries, paralysis, or fatal injury, as well as the loss of or damage to personal property while participating in mountain biking.
2. I hereby RELEASE AND DISCHARGE Punta Venado Bike Park, and all related parties, event volunteers, company offices, directors, elected officials, agents, employees, and owners of equipment and the land used for bicycle activities (hereinafter collectively referred to as "Released Parties"), from any and all liability, claims, demands or causes of action that I or my representatives may hereafter have for injuries, loss of life, and all other forms of damages arising out of my participation in mountain biking activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
3. I understand and acknowledge that bicycle riding and racing activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY OR OTHER FORMS OF DAMAGES SUSTAINED WHILE PARTICIPATING IN MOUNTAIN BIKING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.
4. I further agree that I WILL NOT SUE OR OTHERWISE MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Punta Venado Bike Park activities.
5. I agree to be held accountable for any damages or harm caused to participants, property of participants or Punta Venado Bike Park property
6. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorney's fees, incurred in connection with any action brought against them, jointly or severally, as a result of my participation in Punta Venado Bike Park activities.
7. I will take full responsibility for, and hold harmless Released Parties for any injury, property damage, or death that I may suffer or inflict upon others or their property as a result of my engaging in Punta Venado Bike Park activities.
8. I agree that I will operate the said equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual.
9. I understand HELMETS ARE REQUIRED and I agree to wear a helmet at all times. If I sustain any injury as a result of any of the aforementioned risks and hazards, I AGREE NOT TO SUE any of the above mentioned.
10. I have read and understand the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me of all risks arising out of my engaging in Punta Venado Bike Park activities I further represent that this Release of Liability, Waiver of Legal Rights and Assumption of Risk shall continue in full force and effect for so long as I engage in Punta Venado Bike Park activities which are in any way connected to or with the Released Parties.
11. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian. I waive and release any and all legal rights that may accrue to me, to my minor child, or to the minor child for whom I am (adult) legal guardian, as the result of any injury or damage that my minor child, the minor child for whom I am (adult) legal guardian, or I may suffer while engaging in Punta Venado Bike Park activities.
12. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Punta Venado Bike Park activities including any claims related to the negligence of the Released Parties by any of the undersigned.
13. Photo and Productions Rights: I agree that all rights, property, and interest in any photograph, broadcast by radio, television, motion pictures, home video productions or by any other means or media (including any transcriptions of any such broadcast) of any Punta Venado Bike Park activities, as well as any and all receipts there-from, belong to Punta Venado Bike Park for its exclusive and unlimited use. I further agree that Punta Venado Bike Park or its assigns, on a non-exclusive basis, may use my name and pictures (including pictures of my racing equipment and pictures taken during Punta Venado Bike Park activities) for any purpose and in any media including, but not limited to, television, motion pictures, advertising, trade, home video production or any lawful purpose, and I waive any right to inspect or proof the finished version. I also understand that Punta Venado Bike Park may, from time to time, engage a sports marketing firm to, among other things, promote the image of the Punta Venado Bike Park activities, and I agree to cooperate with Punta Venado Bike Park and its sports marketing firm in such efforts.

**I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

LAST NAME:	I. D. NUMBER		
NAME:	DOB		
CITY:	E-MAIL:		
STATE:	MTB EXPERIENCE:	YEARS	
COUNTRY:			
RIDING ABILITY:	<input type="checkbox"/> BEGINNER	<input type="checkbox"/> INTERMEDIATE	<input type="checkbox"/> ADVANCE
			SIGNATURE: _____

Riders or participants under the age of 18, must have a parent or legal guardian present to sign the consent section on back of this sheet

**VISITORS GENERAL ADMISSION TO RIDE TRAILS**



**Visitors General Admission  
to ride the trails  
Punta Venado Bike Park  
\$14.00 U.S. dlls**

Your entrance fee will help us to improve and build more and better trails for you!!

DATE: \_\_\_\_\_



**RELEASE OF LIABILITY PARENTS OR GUARDIANS UNDER 18**

**CONSENT AND RELEASE OF PARENT OR GUARDIAN**

I am the parent or guardian of :

**FULL NAME:** \_\_\_\_\_

My child is fit to participate in all physically activities that may occur at Punta Venado Bike Park, and I consent to my child's participation. I have read and I understand the contract on the back. In consideration of allowing my child to participate, I consent to the contract and agree that its terms shall likewise bind me, my child, my heirs, legal representatives, and assignees. I hereby release and shall defend, indemnify, and hold harmless the releases from every claim and any liability that I or my child may allege against the releases (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my child because of my child's participation in activities at Punta Venado Bike Park, whether caused by the negligence of the releases or others. I promise not to sue releases on my behalf or on behalf of my child regarding any claim arising from my child's participation in activities at Punta Venado Bike Park.

**I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

<b>LAST NAME:</b>	_____	<b>I.D. NUMBER</b>	_____
<b>NAME:</b>	_____	<b>DOB</b>	_____ _____ _____
<b>CITY:</b>	_____	<b>E-MAIL:</b>	_____
<b>STATE:</b>	_____	<b>MTB EXPERIENCE:</b>	_____ <b>YEARS</b>
<b>COUNTRY:</b>	_____		
<b>RIDING ABILITY:</b>	<input type="checkbox"/> BEGINNER	<input type="checkbox"/> INTERMEDIATE	<input type="checkbox"/> ADVANCE
		<b>SIGNATURE:</b>	_____