



2019 BIKE RENTAL LIABILITY RELEASE FORM

PLEASE READ CAREFULLY * THIS RENTAL AGREEMENT LIMITS OUR LIABILITY

NOTICE TO RIDERS, PARENTS AND GUARDIANS: If you are new to the mountain biking program at Alyeska Resort or if you are signing this release agreement as the parent or guardian of a young rider, please take the time to review this document carefully and familiarize yourself with the mountain biking activities at Alyeska Resort. Injuries are a common and expected part of mountain biking. Alyeska Resort offers introductory mountain biking lessons and beginner mountain biking terrain. More challenging terrain should not be attempted until the rider has the appropriate skill, experience and equipment. Please speak to a Resort employee at the Daylodge rental shop for more information regarding mountain biking at Alyeska Resort.

ACKNOWLEDGEMENT SAFETY: I acknowledge that I have been advised to wear an approved helmet and other protective devices such as elbow/forearm and knee/shin armour when free riding or down-hilling. Use of a helmet is mandatory on all lift accessed trails OR WHILE RIDING ON ANY ALYESKA RESORT RENTAL BIKE. I am aware that the use of the bicycle is subject to any applicable Municipality of Anchorage or State of Alaska laws. I am familiar with the proper use of the bicycle, including all quick release mechanisms, brakes, and gear shifters. I am aware that there are technicians, guides, rental shop employees or instructors available to answer any questions which I may have as to the proper use of the bicycle. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time I feel unable or unfit to safely continue for any reason. I understand that the sole responsibility for my personal safety and well-being remains with me, including my physical and emotional preparation and fitness to participate in any activities.

RELEASE OF LIABILITY: I affirm I am physically fit to participate and I hereby release Alyeska Resort Operations Limited Partnership, jointly and severally, doing business as "Alyeska Resort", their owners, members, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the released parties), from any and all claims, liability, or causes of action of any kind, whether based on **negligence** or otherwise, for property damage, personal injury, or death, arising from or related to the participant's participation in any and all events scheduled to be held at or near Alyeska Resort. **I understand and agree that I may be participating in an event which will include aerials, jumps, inverted aerials, back flips, twists and turns. I understand that these maneuvers are inherently dangerous and risky and could result in my serious injury or death. I accept this risk and understand the consequences of my actions.**

INDEMNIFICATION: I hereby agree to indemnify, defend and hold harmless, Alyeska Resort Operations Limited Partnership, jointly and severally, doing business as "Alyeska Resort", their owners, members, parents, affiliated subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the indemnified parties), against any claim, liability, or cause of action of any kind, whether based on **negligence** or otherwise, for property damage, personal injury or death, made against the indemnified parties and arising from or related to the participant's participation in any and all or competitive events at or near Alyeska Resort. I accept full responsibility for all medical expenses arising from or related to the participant's participation in any and all events at or near Alyeska Resort.

COVENANT NOT TO SUE: I hereby covenant and agree I will never bring, authorize to be brought, or otherwise participate in any claim, suit, or cause of action of any kind, whether based on negligence or otherwise, for property damage, personal injury, or death, against Alyeska Resort Operations Limited Partnership, their owners, members, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents arising from or related to the participant's participation in any and all mountain biking events at or near Alyeska Resort.

I, the undersigned, have read, and understand this agreement prior to signing it and I am aware that by signing this release agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the release form, and agree to be bound by the terms of this liability agreement.

Date: _____ Participant's Signature: _____ Date of Birth: _____

Date: _____ Parent/ Guardian Signature: _____