



## Winter Trails Day Participation Release Agreement

I agree to and assume the risk inherent in the use of the snowshoe, cross country ski, and/or fat bicycle equipment I am being provided. On behalf of myself and any family members under the age of 18 listed below I also agree to waive and release any and all claims which I/we may now or hereafter have against (i) any of the manufacturing companies of such equipment, (ii) the organization that supplied me/us with this equipment, as well as its owners, agents, or employees, (iii) the landowners allowing access to the property used for this event, and (iv) the organization(s) or individuals sponsoring, volunteering, or otherwise involved with this event, whether or not any of the foregoing are or have been negligent (collectively the "Indemnified Parties"). This agreement shall be binding upon me and my heirs, personal representatives and assignees.

I understand that there are risks and danger involved in the sport of snowshoeing, cross country skiing and snow biking, and that injury is possible. On behalf of myself and any family members under the age of 18 listed below I freely assume those risks and acknowledge that I have been advised of these risks by virtue of this release in the use of the equipment provided.

I understand that the shoe/boot binding system will not ordinarily release during use, nor is it specifically designed to release as a result of forces induced during ordinary operation, and there is absolutely no guarantee of my safety.

In consideration of the above and also in consideration of the equipment being provided to me/us at my request, on behalf of myself and any family members under the age of 18 listed below I hereby release the Indemnified Parties from any and all liability for damage and injury to myself or to any person or property resulting from negligence, installation, maintenance and the selection, adjustment and use of this equipment, accepting myself full and complete responsibility for any and all such damage, injury or death that may result.

I understand that I am responsible for the return of the equipment, which has been provided for my/our use within the designated period of time. I also understand and acknowledge that if the provided equipment is not returned within the designated period of time, I will be charged for the full retail value of any equipment or products not returned.

I have made no misrepresentation to the providing organization with regard to any information requested of me related to the terms and conditions and/or my/our use of the equipment.

# Winter Trails Day Rental Agreement

I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, release Timber Ridge Resort, Brick Wheels, and Einstein Cycles, and all agents and employees from any liability for damage or injury to myself or any person or property resulting from negligence, adjustment, selections and use of this equipment, accept the full responsibility for any and all such damage or injury which may result.

I accept for use, as is, the equipment in good condition and accept the full responsibility for care of equipment while in my possession. I will be responsible for the prompt replacement at full retail value of all rental equipment not returned or damaged, other than reasonable wear and tear, which results from the use of this equipment.

I agree to return rental equipment by agreed date in clean condition to avoid additional charges.

All instructions on the use of rental equipment have been made clear to me and I understand the function of the equipment.

I accept the terms of this agreement and accept responsibility for the above charges.

## PLEASE PRINT CLEARLY

I, \_\_\_\_\_ (the undersigned), have read and understand the release agreement and rental agreement.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ E-mail \_\_\_\_\_

Driver License # \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Additional Family Members under Age 18 Participating Today:

<u>Name</u>	<u>Age</u>	<u>Name</u>	<u>Age</u>
1. _____		2. _____	
3. _____		4. _____	
5. _____		6. _____	