

**The Golden Maple  
Mountain Bike Camp Agreement, Acknowledgment of Risk and Release**

I, \_\_\_\_\_ (print name), age \_\_\_\_\_, desire to participate voluntarily in recreational activities sponsored by The Golden Maple LLC.

I UNDERSTAND THAT I AM BEING ASKED TO READ THE FOLLOWING DOCUMENT CAREFULLY. I UNDERSTAND THAT IF I WISH TO DISCUSS ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, I MAY CONTACT OWNERS, AT 612-702-7721.

In consideration of the services of The Golden Maple LLC, their agents, owners, officers, volunteers, participants, employees, sponsors, and other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TGM") I hereby agree to release and discharge TGM, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

**Assumption of Risks**

I understand there are inherent, know and unanticipated risks that cannot be eliminated from the sport of mountain biking and challenge course activities without jeopardizing the essential qualities of the activity. I have full knowledge of the nature and extent of these risks including but not limited to:

1. Injuries resulting from falling and crashing while riding on trails, bridges, technical features such as rocks, wood embankments, challenge course elements or other obstacles.
2. Injuries resulting from falling, entanglement with other riders, loose and/or damaged technical features such as bridges and other injuries that may result from activities or other persons, including but not limited to mountain biking, challenge course games, rescue or emergency activities, as well as injuries, abrasions, and cuts resulting from contact with equipment and components of the challenge course and mountain bike trails.
3. Failure of the bridges, technical features, bike hardware, or any other part of the mountain bike trail and related equipment.
4. Injuries from falling participants or equipment.
5. Injuries resulting from the negligence of other course participants, bikers, spotters, spectators or users of the facilities.
6. Injuries resulting from personal physical and mental limits including but not limited to fatigue, chill and or dizziness, which may diminish reaction time and increase risks of accident, personal strength, coordination, sense of balance, and the ability to follow or give directions while on the course, biking, lifting, spotting, or being a spectator.

TGM employees have difficult jobs to perform. They seek safety, but are not perfect. They might be ignorant of a participant's fitness or abilities. Bikers may give inadequate warnings or instructions, and the equipment being used might malfunction.

I KNOW, UNDERSTAND, AND APPRECIATE THE RISKS THAT ARE INHERENT IN TGM PROGRAMMING. I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWLEDGABLY ASSUME ALL SUCH RISKS.

**Hold Harmless Indemnify & Release**

I expressly agree and promise to accept and assume all of the risks existing in the participation of recreational or sport activities within the camp grounds, Challenge Course and all other facilities and locations.

I certify that I am fully capable of participating in this activity. I certify that I have no known medical or physical conditions which could interfere with my safety while participating in recreational or sport activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

I accept the risk and responsibility for the condition and proper use of any personally owned safety equipment. I fully understand that no inspections or representations are made as to the adequacy of personal equipment by anyone other than participants themselves and assume the risk that this entails.

In consideration of permission for me to voluntarily participate in The Golden Maple activity today and on all future dates, I, for myself, my heirs, my children, my parents, assigns, personal representative and estate agree to defend, hold harmless, indemnify and release The Golden Maple, and their owners, employees, agents and volunteers, from and against all claims, demands, expense (including costs and attorney's fees), actions or causes of action of any sort on account of damage to personal property, or personal injury, or death which may result from my participation in The Golden Maples programs. This release includes claims based on negligence of the Owners of The Golden Maple, employees, agents and volunteers, but expressly does not include claims based on their intentional misconduct or gross negligence. I UNDERSTAND THAT BY



