ABSOLUTE BIKES ADVENTURES, LLC
LIABILITY RELEASE AND PROMISE NOT TO SUE
(PLEASE READ CAREFULLY)

WARNING! The sport of mountain biking presents many unique challenges heightened by the rough ever-changing riding surface. It is an inherently dangerous sport with risks too numerous to list, but includes the steep, slippery, uneven condition of roads and trails which contain rocks, trees, ledges, soft sand, mud, slippery grass, water bars and other bumps, ruts, stumps, brush (all of which can be hidden or obscured by vegetation), collisions with other bikers, pedestrians and vehicles or other manmade objects; and the failure of bike components. Falls are a common occurrence of the sport. Always proceed courteously and walk your bike whenever conditions warrant. Mountain biking equipment must be in excellent working condition, but even a recently tuned bike can develop problems on the trail. WHEN IN DOUBT, WALK!

Be aware that even minor injuries can become life-threatening emergencies when they occur far away from rescue personnel or when alone. Also, the trails and roads are not patrolled and it takes a great deal of time for rescue personnel to locate and reach an injured biker.

The person who is participating in ABSOLUTE BIKES ADVENTURES shall be referred to hereinafter as "THE PARTICIPANT".

THE UNDERSIGNED agree and understand that taking part in the Absolute Bikes Adventures, mountain biking, hiking, walking and/or using Absolute Bikes facilities & transportation for any purpose (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED hereby **ASSUME ALL RISKS** associated with participation in the ACTIVITY. Additionally, THE UNDERSIGNED **AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** Absolute Bikes Adventures, LLC.and Absolute Bikes, Inc., its owners, agents and employees, and any land owners and managers - such as The U.S. Forest Service, The Bureau of Land Management, etc. – (each hereinafter a "RELEASED PARTY") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from participation in the ACTIVITY, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.** By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a third party arising in whole or in part from the ADULT's participation in the ACTIVITY.

THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for THE PARTICIPANT or the transport of THE PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon THE PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for THE PARTICIPANT. Further, THE UNDERSIGNED **agree to pay all costs** associated with such medical care and related transportation provided for THE PARTICIPANT and shall **indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising therefrom.**

In consideration for allowing THE PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED agree that **ANY AND ALL CLAIMS** for injury and/or death arising from THE PARTICIPANT's participation in the ACTIVITY shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF COLORADO.**

In the case of a PARTICIPANT, THE UNDERSIGNED acknowledges that he/she is signing this release on behalf of them self and shall be bound by all the terms of this release. Additionally, by signing this release the PARTICIPANT, understands that he/she is waiving certain rights that they otherwise may have. The UNDERSIGNED agree that but not for the foregoing, the PARTICIPANT would not be permitted to participate in the ACTIVITY.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Printed Name of Participant	Signature of Participant (or Guardian)	Date

Print Address	City	State	Zip Code

Telephone	E-Mail

Emergency Contact: _____ _____
Name/Relation Telephone Number

Emergency Contact: _____ _____
Name/Relation Telephone Number

Witness Name	Witness Signature	Date