

PIKES PEAK RELEASE 2018

DATE: _____

CLIENT NAME: _____

EMAIL ADDRESS: _____

ACKNOWLEDGEMENT OF RISKS ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY

There are significant elements of risk in any adventure, sport or activity associated with bicycling (herein referred to as 'activity'), and the use of any equipment.

ACKNOWLEDGEMENT OF RISKS: I recognize the fact that there is an inherent danger in the use of any bicycle and that trails, routes, or roadways may contain and sharp turns and may involve hazards including, but not limited to, uneven or unstable road surfaces, trees, branches, curbs, rocks, stones, gravel, mud, water, oil, and/or other objects on the ground or roadway; that the weather can create slippery conditions associated with fog drip, heavy rains, sleet, ice, and snow; that fog banks can reduce visibility to near zero; that motor vehicles, other bicycles and bicycle riders, equipment failure, the speed at which I travel and my inability to balance and control the bicycle can pose a dangerous risk to my safety. I realize that personal property may be damaged or lost, that certain foreseeable and unforeseeable events can contribute to the unpredictability of the risks, dangers and hazards of the activity; that wearing a helmet is a basic safety precaution; that I may suffer accidents or illnesses in remote places where there are no available medical facilities; that accidents may happen while traveling in airplanes, trains, boats and vehicles including provided transportation, bicycling and walking and that I should ask about other potential risks, dangers and hazards and recommended precautions and procedures.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risk of the activity which I and any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/We participate willingly and voluntarily and assume full responsibility for personal injury, accidents or illnesses, including death. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur. I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to, sprains, torn muscle and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions, "road rash" and/or contusions; dehydration, oxygen shortage (anoxia), exposer and/or altitude sickness, head, neck and/or spinal injuries; animal bite or attack, insect or allergic reaction; shock, paralysis and/or death; and acknowledge that during the time I/We may experience fatigue, chill and or dizziness which may diminish my/our reaction time and increase risk of an accident.

COVENANT OF GOOD FAITH: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find if necessary to terminate an activity due to forces of nature, medical necessities or problems in the group; and/or refuse to terminate the participation of any person you judge to be incapable of meeting the rigors or requirements or participating in the activity. I accept your right to take such actions for the safety of myself and/or the other participants. I acknowledge that no guarantees have been made with respect to cycling objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all cost of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services and property provided, I, for myself and any minor children for which I am a parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release Eventures Unlimited Inc, Connecting Point Marketing Group, Challenge Unlimited Ltd., its principals, directors, officers, agents, employees and volunteers and each and every land owner, municipal and/or governmental agency upon whose property and activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

I HAVE READ THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

Participants Signature _____ Participants Name – Printed _____

Age of Participant _____

If Precipitant is under 18, Parent or Legal Guardian must also sign _____

