PIKES PEAK RELEASE 2018

DATE:
CLIENT NAME:
EMAIL ADDRESS:
ACKNOWLEDGEMENT OF RISKS ASSUMPTION OF RISK AND RESPONSIBILITY AND RELEASE OF LIBILITY
here 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 nay contain and sharp turns and may involve hazards including, but not limited to, uneven or unstable road surfaces, trees, branches, curbs, rocks, tones, gravel, mud, water, oil, and/or other objects on the ground or roadway; that the weather can create slippery conditions associated with fog drip leavy rains, sleet, ice, and snow; that fog banks can reduce visibility to near zero; that motor vehicles, other bicycles and bicycle riders, equipment allure, 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 lazards 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 im responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. If we retricipate willingly and voluntarily and assume full responsibility for personal injury, accidents or illnesses, including death. I also assume responsibility or 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 ash" and/or contusions; dehydration, oxygen shortage (anoxia), exposer and/or altitude sickness, head, neck and/or spinal injuries; animal bite or altergic reaction; shock, paralysis and/or death; and acknowledge that during the time I/We may experience fatigue, chill and or lizziness 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 nay 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 su 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 ha 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 esponsible, any heirs, personal representatives or assigns, do hereby release Eventures Unlimited Inc, Connecting Point Marketing Group, Challenge Inlimited Ltd., its principals, directors, officers, agents, employees and volunteers and each and every land owner, municipal and/or governmental gency upon whose property and activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except the which is the result of gross negligence).
HAVE READ THE FOREGOING ACKNOWLEDGEMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILILTY AND RELEASE OF LIABILIT UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.
Participants SignatureParticipants Name - Printed
.ge of Participant
Precipitant is under 18, Parent or Legal Guardian must also sign

EXHIBIT C

PIKES PEAK — AMERICA'S MOUNTAIN USE PERMIT, RELEASE OF LIABILITY, WAIVER AND INDEMNIFICATION AGREEMENT ("Release")

ACTIVITY: Esconted Mountain Bike Tour on Pikes Pea	k – Am	erica's Mo	untain ("Ad	<u>:tivity")</u>	
ACTIVITY DATE:	_				
As consideration to the City of Colorado Springs ("C Participant to participate in the Activity identified above the Participant does hereby, on behalf of the Participant successors, or any person claiming or attempting to e Participant's taking part in the Activity (collectively "retease any claim, right, or cause of action whatsoes acquire, or which may accrue in the future against the result of the Participant participating in the Activity is mental, economic or emotional injuries or death and defend and hold harmless the City, its officers, employ all losses, damages, injuries, claims, cause or cau resulting from, or arising out of, or in connection with the Participant understands, acknowledges and agrees to Activity does not apply to or grant Participant any right the Pikes Peak Highway corridor or any property of Springs. Participant acknowledges receipt of the Pikes and agrees to be bound by those Terms of Use.	we within the week and a control and a contr	n the Pike nd the Pa claim agai ees"), exp ch any of ising in wh ticipant fu d agents, action, o icipant's p her permi ee or occu r operate	is Peak High inticipant's institute Cit ressly waithe Released or in properties and a from and a from and a from and a from any liable exiticipation solon to pay any produced by the C	ghway of heirs, a y as a reve, remess ma art from led to pes to independent a lity what in the sarticipate perty outlity of College (College).	corridor, assigns, esult of ise and y have, or as a hysical, lemnify, any and atsoever Activity. e in the atside of colorado
This Release is subject to and shall be interpreted unc Charter, City Code, Ordinances, Rules and Regu Colorado, a Colorado Home Rule City. Court venue Colorado District Court for El Paso County, Colorado.	lations	of the C	ity of Col	orago 🤻	springs,
	3	day of _			_ 201
this Participant's Signature	·	_ day of _			_201
this	Age		Date of E		_ 201
Participant's Signature this					_ 201
Participant's Signature Participant's Printed Name					_ 201
Participant's Signature Participant's Printed Name Participant's Address:	Age	 	Date of E	3ìrth	
Participant's Signature Participant's Printed Name Participant's Address: Participant's Phone #: If the Participant is under the age of 18 or legally incognardian must sign below:	Age	 ted, the P	Date of E	3ìrth ⊋parent	

Challenge Unlimited, Inc.

Contract Number: PP030317SE