



MTB WAIVER | Shuttles

(760) 340-3861

PALM DESERT BIKE N' BREWS

73865 CA-111

Palm Desert, CA 92260

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Palm Desert Bike LLC. (**Palm Desert Bike N Brews**), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "**Palm Desert Bike N Brews**"). I hereby agree to release, indemnify, and discharge **Palm Desert Bike N Brews**, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. _____ I acknowledge that outdoor adventure based activities such as mountain biking, and hiking entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: Slipping and falling; falling objects, water hazards, exhaustion: exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illness) heat exhaustion, sunburn, dehydration and exposure to potentially dangerous wild animals, insect bites, and hazardous, plant life: equipment failure; and improper lifting or carrying.

Furthermore, **Palm Desert Bike N Brews** employees have difficult jobs to perform. They seek safety but are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give inappropriate warnings or instructions and the equipment being used might malfunction.

2. _____ I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation is purely voluntary, and I elect to participate in spite of the risks.

3. _____ I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless **Palm Desert Bike N Brews** from any and all claims, demands, causes of action, which are in any way connected with my participation in this activity or my use of **Palm Desert Bike N Brews'** equipment or facilities including any such claims which allege negligent acts or omissions of **Palm Desert Bike N Brews**.

4. _____ Should **Palm Desert Bike N Brews** or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. _____ I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.



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6. _____ In the event that I file a lawsuit against **Palm Desert Bike N' Brews**, I agree to do so solely in the state of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against **Palm Desert Bike N' Brews** on the basis of any claim from which I have released them herein. I am 18 or over. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Please enter today's date (required) :

Please fill in your name (required) :

Please fill in your address (required) :

Signature (required) :
