



Pioneer Camp and Retreat Center
9324 Lake Shore Road
Angola NY 14006
716-549-1420 Phone
info@pioneercamp.org

PIONEER'S MOUNTIAN BIKING

Participant Information:

Group Name: _____ Date of Retreat: _____

Participants Name: _____ Gender: **M** **F** Date of Birth: _____

Address: _____ Phone: _____

Emergency Contact: _____

Relationship to Participant: _____ Phone: _____

Photo/Video Release:

- During the run of its programs, Pioneer staff may take photographs and/or video of activities and participants for future promotional use, If you **DO NOT** consent to having your likeness used, check the box to the left.

ASSUMPTION OF RISKS

I acknowledge and accept that mountain biking involves risks, dangers and hazards in addition to those normally associated with bicycle riding and that injuries are a common and expected part of mountain biking. Mountain biking at Pioneer Camp and Retreat Center Inc. takes place on rugged and forested terrain and will expose the rider/participant to many risks, Dangers and hazards. The terrain may be uninspected, uncontrolled and unsafe due to constantly changing conditions. The inherent risks, hazards and dangers include **BUT ARE NOT LIMITED** to the following;

- Collision with other riders, vehicles, trees, tree stumps, tree roots or other objects;
 - Mechanical failure to equipment
- Rapid and uncontrolled acceleration on hills or inclines;
 - Changing weather conditions;
- Unsafe terrain – including steep or slippery sections, cliffs, rocks, holes or crevasses;
 - Extreme variation in cycling terrain
 - encounter with domestic and non-domestic animals
- Negligence of the part of the Releasees – including the failure to protect the participant from the risks seen and unseen, dangers and hazards of mountain biking or to predict the terrain is safe for mountain biking; and
 - Negligence of other riders

In consideration of participating in Pioneer Camp and Retreat Center Inc., Mountain Biking (9324 Lake Shore Road. Angola NY 14006), I represent that I understand the nature of Mountain Biking and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation in Pioneers Mountain Biking. I fully understand that Mountain Biking involves risks of **serious bodily injury, including permanent disability, paralysis and death**, which may be caused by my own actions, or inactions, those of others participating Pioneer's Mountain Biking, the conditions in which the event takes place, or the negligence of the "Releasees" named below; and that there may be other risks either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, and damages I incur as a result my participation in Pioneer's Mountain Biking. Participant Initial here.

I hereby release, discharge, and covenant not to sue Pioneer Camp and Retreat Center Inc., its respective administrators, directors, agents, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owner and lessors of premises on which Pioneer's Mountain Biking takes place,(each considered on of the "RELEASEES herein) from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees. I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damages, or cost which may incur as the result of such claim. Participant Initial here.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing this document and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Participant's Signature X

Date:

PARENTAL CONSENT (If under that age of 18 years old)

AND I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in Pioneer's Mountain Biking. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damages or cost any Releasee may incur as the result of any such claim.

Parent/Guardian name: _____

Parent/Guardian Signature X

Date: