

# **GROUSE MOUNTAIN BIKE PARK**

## **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

(hereinafter the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE GROUSE MOUNTAIN FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE *OCCUPIERS LIABILITY ACT* OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

***PLEASE READ CAREFULLY!***

**THIS RELEASE AGREEMENT SHALL  
APPLY TO ALL FUTURE PARTICIPATION  
IN MOUNTAIN BIKING THIS SEASON**

Initial - Rider

Initial - parent or guardian if  
Rider is under age 19

Name	Last	First	Middle Initial
Address	Street		
	City	Prov/State	Postal/Zip Code
Telephone	Home	Work	Mobile
Emergency Contact	Name		Telephone

### **NOTICE TO RIDERS, PARENTS AND GUARDIANS**

If you are new to the mountain biking program at Grouse Mountain or if you are signing this Release Agreement as the parent or guardian of a rider under the age of 19, please take the time to review this document carefully and familiarize yourself with the mountain biking activities at Grouse Mountain. Injuries are a common and expected part of mountain biking. Grouse Mountain offers introductory mountain biking lessons and beginner mountain biking terrain. More challenging terrain should not be attempted until the rider has the appropriate skill, experience and equipment. Please speak to Guest Services for more information regarding mountain biking at Grouse Mountain.

# STOP - READ THIS!!!

## GROUSE MOUNTAIN BIKE PARK

### Important Information about the Bike Park

- Use of the Bike Park involves the risk of injury. You control the degree of risk you will encounter in using the trails and features in the Bike Park.
- Do not attempt any of the trails or features unless you have sufficient ability and skill to do so safely. Always ride in control and within your ability level.
- Helmets are mandatory in the Bike Park and protective padding is strongly recommended.
- Full suspension bikes and 24" minimum wheels are recommended.
- The Bike Park is not recommended for inexperienced or novice riders.
- Downhill riding only. Uphill riding and hiking in the Bike Park is not permitted.
- Beware of changing conditions on trails and features. It is your responsibility to inspect features before use and throughout the day.
- Individual features and trails are closed for a reason. Do not enter trails or use features when closed.
- Before riding always inspect your equipment or have it checked by a qualified bike mechanic.
- Stay off access roads. Stop at all road crossings.

As with many adventure sports, riding in the Bike Park involves the risk of injury, including serious injury, head injury, paralysis or death. The risk of injury increases with the degree of difficulty of the trail and the speed of descent. Although the risk of injury can never be eliminated, the rider can manage the risk through controlling speed and choosing terrain appropriate for the rider's skill and experience. Orientation sessions, lessons, clinics and coaching offered through the Bike Park will also assist the rider in managing the risk of injury.

## MOUNTAIN BIKERS RESPONSIBILITY CODE

1. **RIDE IN CONTROL AND WITHIN YOUR ABILITY LEVEL.** *You must be able to stop and avoid other people or objects. You must understand bike park signage, trail ratings and trail progression. Start slow and small. Ride trails and features matching your ability.*
2. **PROTECT YOURSELF.** *Helmets are mandatory in Bike Parks and strongly recommended on all other trails. Other protective equipment is strong recommended.*
3. **DO NOT RIDE** *if your ability or judgement is impaired by drugs, alcohol or fatigue.*
4. **INSPECT AND MAINTAIN YOUR BIKE** *or have it checked by a qualified bike mechanic before you ride.*
5. **OBEY SIGNS AND WARNINGS.** *Stay on marked trails. Do not cut switchbacks and keep off of closed areas.*
6. **INSPECT TRAILS AND FEATURES.** *Conditions change constantly on trails and features. Inspect features before use and throughout the day.*
7. **BE LIFT SMART.** *Make sure you have the physical dexterity, ability and knowledge to safely load, ride and unload lifts when riding at lift access resorts. Ask for assistance with chairlifts and surface lifts if unsure.*
8. **LOOK OUT FOR OTHERS.** *Avoid riders ahead of you. They have the right of way. Yield to other riders when entering a trail.*
9. **BE VISIBLE.** *Do not stop where you obstruct a trail or are not visible from above.*
10. **COOPERATE.** *If you are involved in or witness a collision or accident, you must identify yourself to the Bike Patrol, staff member or local authority*

**KNOW AND FOLLOW THE CODE – BE SAFETY CONSCIOUS.  
IT IS YOUR RESPONSIBILITY!**

**PARK PRIVILEGES MAY BE REVOKED FOR BREACH OF THIS CODE**

## MOUNTAIN BIKE CHECKLIST

**Mountain Bike trails are rough and demanding on both the bike and body. Before riding always inspect your equipment or have it checked by a qualified bike mechanic.**

- |  |  |
|--|--|
| 1. Ensure your helmet is in good shape and properly adjusted                           | 5. Headset and stem must be secure with no looseness or play.                          |
| 2. Inspect bike frame, fork and other components for cracked, damaged or dented areas. | 6. Check that your tires are in good condition, with no tears or cuts in the sidewall. |
| 3. Check that your brake pads are in good condition and are not worn.                  | 7. Handle bar and handle grips must be tight and unable to spin.                       |
| 4. Front and rear axles (skewers) should be tight.                                     | 8. Seat and seat post must be fastened securely.                                       |

Initial - Rider	Initial - Parent or Guardian if Rider under age 19

# **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE GROUSE MOUNTAIN FOR NEGLIGENCE, BREACH OF  
CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM  
COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN MOUNTAIN BIKING THIS SEASON**

**TO: NORTHLAND AT GROUSE LIMITED PARTNERSHIP BY ITS GENERAL PARTNER GROUSE MOUNTAIN MANAGEMENT, INC.; NORTHLAND AT GROUSE PROPERTY HOLDINGS, INC.; METRO VANCOUVER REGIONAL DISTRICT; GREATER VANCOUVER WATER DISTRICT;** and their respective directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers involved with mountain biking at Grouse Mountain (all of whom are hereinafter collectively referred to as **"THE RELEASEES"**).

## **DEFINITIONS**

In this Release Agreement, the term "mountain biking" shall include all activities, events, services or use of facilities provided, arranged organized or conducted by the Releasees including but not limited to: cycling; bike descents; mountain bike tours; bicycle camps; use of the Grouse Mountain Bike Park; bicycle skills training; use of trails and roads; guided mountain biking activities; races; competitions; demonstrations and events; orientation and instructional courses and sessions; big air contests; dual slalom, downhill, and biker cross events; Freeride courses and races; use of mountain boards or any other type of wheeled self-propelled conveyance; and all other related activities, events or services.

## **ASSUMPTION OF RISKS**

Injuries are a common and expected part of mountain biking. Mountain biking at Grouse Mountain takes place on steep and rugged terrain and features that are both physically and technically challenging and will expose the rider to many risks, dangers and hazards. These include but are not limited to: use of chairlifts and gondolas; changing weather conditions; mechanical failure of equipment; slips, trips and falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; constructed feature such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, other mountain bikers, vehicles, pedestrians, spectators and officials; encounters with domestic and wild animals including dogs and bears; negligence of other riders or users of the premises; negligent first aid; accidents during mountain bike instructional courses, lessons, clinics or sessions; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.**

## **SAFETY**

I have been advised to wear an approved helmet and other protective equipment such as elbow/forearm and knee/shin armour when mountain biking. Use of a helmet is mandatory in the Bike Park. Please refer to the 'Stop – Read This' sign, Mountain Bikers Responsibility Code and Mountain Bike Checklist for further safety information.

## **COMPETITIONS**

I acknowledge that the risks, dangers and hazards of mountain biking are increased during races, competitions and contests, due to the competitive nature of the activity and the fact that there will be other participants on the course. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

Initial - Rider	Initial - Parent or Guardian If Rider under age 19

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in mountain biking, mountain bike lessons, sessions, clinics and competitions, and my use of services, equipment and facilities at Grouse Mountain, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in mountain biking, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 336, ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in mountain biking;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the courts of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of mountain biking, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signature of Participant
Please print name clearly

Date	Day	Month	Year
------	-----	-------	------

Signature of Parent or Guardian if Rider under 19
Please print name clearly

Signature of Witness
Please print name clearly