

**Downhill Bikes And Accessories, Inc. 116C Flynn Road, Branson, MO. 65616
Bicycle Rental Waiver and Release Agreement.**

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE YOU SIGN IT. THIS IS
A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I _____, intend to take part in a mountain biking activity on equipment rented from Downhill Bikes and Accessories, Inc. that is scheduled to occur on the date/dates of _____.

I fully acknowledge that the sport of mountain biking is an activity with inherent risks, hazardous terrains and dangers for any cyclist that cannot be controlled in any wilderness environment.

I further understand that these risks, hazards and dangers include but are not limited to:

(1) Risks associated with biking in traffic, rocky, steep terrain which may or may not be maintained or controlled where foreseen and un-foreseen hazards exist. These hazards include but are not limited to vehicles (both on and off road), falling rocks, objects in the trail or roadway, loose rock, pot holes, wild or domestic animals and unforeseeable or changing weather conditions.

(2) Risks involved in transportation to and from the riding site including motor vehicle transportation. In the case of mountain biking this includes hiking to the site on treacherous terrain, and risks connected with assistance in removal from the site due to injury, weather or other circumstances.

(3) Risks associated with ones physical condition and exertion necessary for steep rocky terrain.

(4) Risks associated with proper and improper operation of cycling equipment provided for my use as part of this activity. This also includes the actions of other participants or individuals connected or not connected with Downhill Bikes and Accessories, Inc.

I acknowledge that I have had the opportunity to discuss the offered cycling activity with the appropriate people to ask questions relative to the use and operation of equipment and possible hazards and perils which may be present during the activity to my satisfaction in order for me to make a sound decision regarding my participation in this activity.

In consideration of Downhill Bikes and Accessories, Inc. I HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH WITH FULL KNOWLEDGE OF THE RISKS, HAZARDS AND DANGERS CONNECTED WITH THIS ACTIVITY.

I further agree, for myself, my heirs, successors, executors and agents that I KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS DOWNHILL BIKES AND ACCESSORIES, INC., it's officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits and expenses (including attorney fees).

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND FREELY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Signature

Date

Printed Name

Witness: