

**MARQUETTE MOUNTAIN BIKE PARK  
RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, \_\_\_\_\_ Individually (and as Parent or Guardian of \_\_\_\_\_, a Minor, if applicable) (hereinafter individually and collectively "I", "my", "me"), am at least 18 years old and aware that bicycle riding, bike racing, bike parks, hiking, walking, running, special events and all other activities (hereinafter collectively "Bike Park") are HAZARDOUS and involve many RISKS and DANGERS including, but not limited to: slip and falls, illness, premises defects, dangerous conditions of property, facilities, or equipment, collisions and/or contact with other people, rock, earth, animals, objects, or structures, changes in weather conditions, variation in terrain, inclines resulting in extremely fast speeds, bicycle malfunction, bicycle damage, inappropriate use of bicycles, helmet malfunction/loss/misuse, boarding, riding and disembarking lifts, negligence of other individuals, negligence of spectators, and, negligence on the part of Marquette Mountain, its employees, owners, officers, representatives, directors, shareholders, members, agents, volunteers, successors, subsidiaries, related entities, vendors, and all persons/companies connected with the Bike Park, and other risks, dangers, and hazards, any of which may result in personal injuries including paralysis, brain damage, illness, death, and/or property damage. I am aware that risks, dangers and hazards that may involve physical injury or death, including those referenced above, exist throughout Marquette Mountain and the Bike Park and that many are unmarked. I acknowledge that the uphill services provided included chairlifts, shuttles, vehicles, etc have inherent risks and I agree to follow all rules and ride safely and release Marquette Mountain from liability related to injuries associated with uphill transpiration services. I understand that participating in Bike Park without a buddy is dangerous. I understand that cycle helmets are required to be worn for the duration of participation in Bike Park and I understand and agree that I am responsible for providing a helmet and no such helmet is being provided by Marquette Mountain. I acknowledge that if there is lightning within a 7 mile radius of the hill, services will be shut down until the lightning passes.

In consideration of Marquette Mountain accepting my participation in the Bike Park and all other activities, I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY AND/OR THE MINOR'S PARTICIPATION IN THE BIKE PARK AT MARQUETTE MOUNTAIN, INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE. \_\_\_\_\_ (Initial here).

**ADULT/PARENT/GUARDIAN:** In further consideration, I hereby **Release, Hold Harmless, Indemnify and Defend** Peter E. O'Dovero Inc. d/b/a Marquette Mountain, Marquette Mountain Events, Inc., and its employees, owners, officers, representatives, directors, shareholders, agents, affiliates, volunteers and vendors (collectively "Marquette Mountain") from any and all claims, actions, losses, suits, damages, and allegations, including claims or actions brought by the minor (if applicable), and claims related to or arising from incidents that occurred prior to, on and/or following the date of this release, including, but not limited to: allegations of negligence, including the negligence of Marquette Mountain, breach of contract, breach of any statutory duty or other duty of care and breach of express or implied warranty. I further agree to **Indemnify, Hold Harmless and Defend** Marquette Mountain from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Marquette Mountain may sustain in relation to or arising out of my and/or the minor's participation in Bike Park and/or all other activities at Marquette Mountain. \_\_\_\_\_ (Initial here).

I consent to and authorize the taking of photographs and/or videos during my and/or the minor's visit to Marquette Mountain. I authorize use of the photos/videos in advertising, displays, web sites, electronic media, brochures, or publications without notification. I waive any and all rights to privacy in the photos/videos, the right to approve the finished photos/videos, printed or electronic matter and the right to arising from or related to the use of the photos and/or videos. \_\_\_\_\_ (Initial here).

I recognize that situations may arise where emergency or emergent medical or dental care may be necessary for me and/or the minor. I authorize Marquette Mountain to render first aid and to call for medical and/or dental care if, in their opinion, such medical or dental care is needed. I agree to pay for all expenses and costs associated with such care and related transportation.

I understand this **Release of Liability, Indemnity and Medical Authorization Agreement** ("Agreement") shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Marquette Mountain as a complete bar and defense against any and all claims, demands, or causes of action by or on my behalf. Any provision of this Agreement which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. I acknowledge that this activity is taking place in the State of Michigan and I further agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement.

**I HAVE READ THE FOREGOING AGREEMENT, UNDERSTAND ITS CONTENTS AND THAT IT IS A CONTINUING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I HAVE THE AUTHORITY TO ENTER INTO IT ON MY BEHALF AND/OR ON BEHALF OF THE MINOR. I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

Name of Participant if over 18 yrs old (Please Print)	Name of Parent/Guardian (If Participant under 18 yrs old)	Date		
Signature of Participant (if over 18 yrs old)	Signature of Parent or Guardian (If Participant under 18 yrs old)	Phone Number		
Participant or Parent/Guardian Street Address	City	State	Zip	Email Address
Emergency Contact Name	Emergency Contact Phone Number			