



## **CRAZY BEAR BIKES**

### **RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**

1. **ACTIVITY AND ASSOCIATED RISKS:** I, the undersigned, have chosen to participate in bicycling excursions and associated activities (hereinafter referred to as "Activity") conducted by Crazy Bear Bikes. I understand that:

- the Activity is inherently hazardous, and I may be exposed to dangers and hazards, including some of the following: falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, hypothermia, hostile or aggressive wildlife, death, equipment failures, losing control of or crashing the bike, traffic, collisions with moving or parked vehicles, road and/or mountain bike trail hazards (for example - sewer gratings, gravel, logs and debris), failure to wear a helmet and/or other protective equipment, and negligence of others;
- as a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged;
- hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the Activity; and
- Crazy Bear Bikes assumes no responsibility for providing medical care during the Activity, and I will have to pay for any medical care and/or evacuation that I incur.

In consideration of the permission to participate in the Activity, I agree to the terms contained in this document.

2. **ASSUMPTION OF RISKS:** I hereby freely assume the above-mentioned risks as well as other risks not listed that are part of this Activity, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity or during any transportation to or from the Activity—including any injury or loss caused by the negligence of Crazy Bear Bikes, its employees and officers, its contractors, and other Activity participants. I also understand that any equipment that I provide or may borrow or rent from Crazy Bear Bikes or any other provider I use at my own risk and that any such equipment is provided without any warranty about its condition or suitability.

3. **RELEASE OF LIABILITY:** I hereby RELEASE Crazy Bear Bikes, its employees, agents, officers, and contractors, the providers of any equipment used in the Activity, land owners, the State of California Department of Parks and Recreation, municipal or governmental providers of use permits, and their respective employees, officers, and directors ("the Released Parties") FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occurs to me or to any other person or to any property during the Activity or in any way related to the Activity, including during transportation to or from the Activity. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that California law does not permit to be excluded by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity or are related in any way to the Activity.

4. **INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE:** I promise to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

5. **AGREEMENT TO FOLLOW DIRECTIONS:** I agree to adhere to all rules and safety instructions, such as WEARING A BICYCLE HELMET, staying on trails, yielding to other trail users (hikers, horses, and uphill bikers), and respecting speed

limits. I am fully aware of and agree to follow the rules of the road. I also understand that failure to follow rules or any other unsafe or disruptive conduct may lead to citations and/or my removal from the service with no refund.

6. INDEPENDENT CONTRACTORS: I acknowledge that Crazy Bear Bikes has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activity.

7. USE OF MY LIKENESS: I understand that during the Activity I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to Crazy Bear Bikes and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

8. SEVERABILITY: I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by California law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Full Name (Printed):

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CONTACTS:

Your Mobile Phone Number: \_\_\_\_\_

Emergency Contact

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_