

**WAIVER AND RELEASE FROM LIABILITY FOR Tngnt Ski Bikes, Inc.**

By Unpacking, Assembling and Riding the Tngnt Ski Bikes, Inc. Ski Bike I, the recipient of the Tngnt Ski Bikes, Inc. Ski Bike HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Tngnt Ski Bikes, Inc., and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Tngnt Ski Bikes, Inc., provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities, in which I will participate, are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims for damages, injuries and death sustained to me or my property, that I may have against the aforementioned released party to such activity, including claims in tort, contract, equity or otherwise.

I acknowledge, agree, and represent that I understand the nature of Snow Biking activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury; death or damage to personal property associated with Snow Biking including but not limited to using the facility and its equipment in any manner, form or fashion, and practicing and/or engaging in any extreme sports, X-games or action sports activities, events or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Tngnt Ski Bikes, Inc., whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature