

ACTIVITY RELEASE OF LIABILITY

READ CAREFULLY — THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of mountain biking or hiking organized by Alpine Valley Resort (“Alpine”) of W2501 Hwy D, Elkhorn, WI 53121 and use of the property, facilities and services of Alpine Valley Resort, I, _____, agree for myself and (if applicable) for the members of my family, the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to any oral instructions or directions given by Alpine, or the employees, representatives or agents of Alpine Valley Resort.
2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and family members, and further release and discharge Alpine Valley Resort for injury, loss or damage arising out of my or my family’s use of or presence upon the facilities of Alpine Valley Resort, whether caused by the fault of myself, my family, Alpine Valley Resort or other third parties.
3. I agree to indemnify and defend Alpine Valley Resort against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation cost, which may in any way arise from my or my family’s use of or presence upon the facilities of Alpine Valley Resort.
4. I agree to pay for all damages to the facilities of Alpine Valley Resort caused by my or my family’s negligent, reckless, or willful actions.
5. Any legal or equitable claim that may arise from participation in the above shall be resolved under Wisconsin law.
6. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review this before signing, I further agree and acknowledge that I am free to my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Alpine Valley Resort has offered to refund any fees I have paid to use its facilities if I choose not to sign the Agreement.
7. This agreement and each of its terms is the product of an arms’ length negotiation between the parties. In the even any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which lead to a construction either “for” or “against” a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. The invalidity or enforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be part of this Agreement.

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9. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the awarded by the arbitrator(s) may be entered in any court having jurisdiction thereof.
10. In case of emergency, please call _____ (relationship: _____)
at _____ (day), or _____ (evening).

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT.
I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE,
I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Date: _____

Signature: _____

Print Name: _____

E-mail: _____ only to be added to MTB mailer

Phone #: _____

Address for yearly membership card

