



GREAT EASTERN RESORT MANAGEMENT

### MOUNTAIN BIKE ACCESS AGREEMENT AND ACCEPTANCE OF RISK

Name \_\_\_\_\_ Home Phone (\_\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Home Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

I realize that mountain biking, which is different from and more challenging than conventional bicycling, has inherent risks that I assume if I participate in the sport. I understand that some of those risks include, but are not limited to, variations in weather and terrain, rocks (above and below the ground), forest growth, towers, utility lines and their components, and pipes. Collisions with other people or objects, or falls, can cause permanent, catastrophic injury or death. To enjoy mountain biking, I must know and be willing to accept the limits of my ability. I will read and heed all posted signs. I have read and agree to obey the **International Mountain bike Association Rules of the Trail**.

In addition to common sense and courtesy, I will observe the following rules:

- I will use a helmet at all times. I understand that such equipment is no guarantee against injury or death, and merely reduces such risks.
- I agree that, when mountain biking for the first time, to practice on a relatively flat, uncongested area.
- I will control my speed and will not attempt skidding stops.
- I will alert management (Great Eastern Resort management) of any unreasonably dangerous condition I notice.
- I will not drop litter.
- I will obey all instructions of the area operator.
- I will not engage in careless or reckless behavior.
- I will not use alcohol or drugs while mountain biking, nor will I bike while under their influence. If I appear to be intoxicated, I will lose my privileges and my right to use the bike and the area.
- I will not use headphones while mountain biking.
- I will not ride this bike at night for it is not equipped for safe night riding (lights, flashers, etc.)

I agree that any legal dispute arising out of this agreement, my use of the equipment or my participation in the sport will be brought in either the general district court or the circuit court of Rockingham County, even though some other jurisdiction or venue may be more convenient to me. In the event any section of this release is found to be unenforceable, the remaining shall be fully enforceable.

**WARNING:** Under Virginia law, there is no liability for an injury to or death of a participant in a project activity conducted at this location if such injury or death results from the inherent risks of the project activity. Inherent risks of project activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to the injury or death. You are assuming the risk of participating in this project activity.

I have read this document. I understand this document and agree to accept all the terms and conditions and assume all the liabilities.

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

\_\_\_\_\_  
Signature of Parent/Guardian Date  
(If user is under age 18)

Emergency Contact Info:

\_\_\_\_\_  
Name

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