



HOLD-HARMLESS, RELEASE OF LIABILITY & INDEMNITY AGREEMENT

Event: Leadman 2021

Promoter: S&W OPS LLC. dba Silver Mountain ("Silver Mountain"), Northern Peaks Alliance

Date(s): 04/17/2021

PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

"PARTICIPANT" MEANS THE UNDERSIGNED ADULT, BEING AT LEAST 18 YEARS OLD, SIGNING ON BEHALF OF HIMSELF / HERSELF OR THE MINOR PARTICIPANT (UNDER 18) AND THE UNDERSIGNED PARENT OR LEGAL GUARDIAN OF THE MINOR SIGNING ON BEHALF OF HIMSELF / HERSELF. PARTICIPANT AGREES AND UNDERSTANDS THAT ASSISTING WITH PREPARATION OF THE EVENT, TAKING PART IN THE EVENT, AND/OR ANY OTHER USES OF THE RESORT FACILITIES (HEREINAFTER THE "EVENT") CAN BE HAZARDOUS AND MAY INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH.

A Participant assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of mountain biking including treacherous road conditions, collisions with natural objects, man-made objects, or other riders, and the failure of riders to ride within their own abilities.

Participant expressly assumes ALL RISKS associated with the Event; participant agrees and understands that mountain biking is inherently dangerous and involves a high risk of serious injury or death. Participant recognizes that falls and collisions occur and injuries are a common and ordinary occurrence of the activity. Participant understands that he/she has the opportunity to inspect the Event's course prior to participating in the Event and he/she assumes the risk of all course conditions, including but not limited to course construction or layout and obstacles. **DESPITE ALL THESE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE EVENT.**

In consideration of engaging in the Event, Participant agrees to **ASSUME ALL RISKS** associated with the Event and agrees to hold harmless, release, defend and indemnify Silver Mountain, its parent and subsidiaries, and their respective shareholders, directors, officers, employees, agents, successors, and above named promoters and assigns (each hereinafter a "Released Party") from all liabilities, claims, settlements, actions, judgments and associated costs and expenses ("Loss") on account of any bodily injury, death or damage to property arising from the Event, INCLUDING LOSS CAUSED BY A RELEASED PARTY'S NEGLIGENCE. By execution of this Release, the undersigned agrees to indemnify each Released Party for any injuries to Participant or to other person(s) or property that Participant may cause as a result of engaging in the Event.

Participant further grants Silver Mountain the right of publicity to own and use any image(s) collected of Participant while participating in the Event. This agreement is governed by Idaho law and jurisdiction of any claim arising from the Event shall exclusively reside in the District Court residing where the alleged incident occurred or in Federal Court for the State of Idaho. This Release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the provision will be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement will in no way be affected and will remain valid and enforceable for all purposes. This Release shall be binding upon Participant's heirs, estate, trustees, next of kin, executors and personal representatives.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE.
I UNDERSTAND ITS CONTENTS & SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.
I AM AWARE THIS IS A RELEASE OF LIABILITY & I SIGN IT OF MY OWN FREE WILL.

Sign on this date _____, 2021

Signature of PARTICIPANT

Printed name of PARTICIPANT

Signature of Parent or Guardian, if applicable

printed name of Parent or Guardian, if applicable

Address: _____

Street / PO Box

City

State

Zip Code

Phone: _____

Emergency Contact: _____

Name/ Relation

Telephone