

**RELEASE AND WAIVER OF LIABILITY (DAILY PASS)**

**THIS IS A RELEASE OF LEGAL RIGHTS  
READ AND UNDERSTAND BEFORE SIGNING**

This Release and Waiver of Liability is executed by the undersigned individual who wishes to engage in mountain biking, hiking and all other related activities related thereto (the "Activity") at the Shepherd Mountain Bike Park owned by and located in the City of Ironton, Missouri (the "Park").

In consideration of being permitted to use the Park and the buildings, facilities, trails, shuttle, property, and other amenities located and operated thereon (the "Facilities"), the sufficiency of which consideration is hereby acknowledged, the undersigned, and the undersigned's parent or guardian, if the undersigned is a minor (under age 18), hereby knowingly and voluntarily enter into this Agreement, and agree as follows:

1. **I ACKNOWLEDGE THAT I AM AWARE OF THE DANGERS INHERENT IN MOUNTAIN BIKING AND HIKING AND THE ACTIVITIES RELATED THERETO, THE POSSIBILITY OF SERIOUS PHYSICAL INJURY OR DEATH, MENTAL OR EMOTIONAL INJURY, THE POSSIBILITY OF DAMAGE TO MY BIKE, BIKE EQUIPMENT AND OTHER PERSONAL PROPERTY AND AGREE THAT I AM ASSUMING ANY AND ALL RISKS ASSOCIATED WITH THE ACTIVITY**, including, but not limited to uneven, rough and/or slippery trail and property conditions, varying slopes and terrain, bumps, stumps, trees, roots, forest growth, cliffs, rock and rock drops, loose gravel and dirt, wet surfaces, holes and potholes, downed timber, debris, depressions, other bikes, other persons, dirt, wood and other constructed features, shuttle loading, travel and unloading, padded and non-padded barriers, vehicles, motor vehicles, paved surfaces, collisions with the ground, trees, rocks, branches, plants, vegetation, structures, buildings, vehicles, riders, pedestrians, objects and equipment, and mechanical or other failure of personal equipment.

2. I acknowledge that the Activity involves known and unanticipated risks that could result in physical injury, emotional injury, paralysis, permanent disability, death, and property damage. I understand such risks are inherent in participating in the Activity. I assume all risks associated with participating in the Activity and release, waive and discharge from liability, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, the City of Ironton, Missouri, its officers, employees, agents, mayor, board of aldermen, board of aldermen members, and all other persons or entities acting for them (hereinafter collectively referred to as the "Released Parties"), on behalf of myself, my spouse, my children, my parents, heirs, assigns, personal representatives and estate.

3. I accept and assume all of the risks inherent in the Activity **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES**. I agree that participation in the Activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that Activity conditions are unsafe I will bring this to the attention of a representative of the Released Parties, and I will immediately discontinue participation in the Activity.

4. I hereby voluntarily release, waive, forever discharge, and agree to protect, defend, indemnify and hold harmless the Released Parties from any and all claims, demands, causes of action, damages and expenses, including, but not limited to, property damage, medical expenses, pain and suffering, lost wages, loss of earning capacity, wrongful death, permanent total disability, temporary total disability, permanent partial disability, temporary partial disability and funeral expenses that I may incur or that may be incurred on my behalf (collectively "Claims") which are in any way connected with, or which may arise, in whole or in part, from participation in the Activity, **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES**. This release does not apply to claims arising from the gross negligence or intentional misconduct of the Released Parties.

5. I assume sole and complete responsibility for loading, securing and unloading my bike on the Park's shuttle. I hereby agree to hold the Released Parties harmless from any and all Claims for property damage and personal injury resulting or caused by loading, unloading or securing my bike or other equipment or personal property to the Park's shuttle.

6. This Release and Liability Waiver is governed by the laws of the State of Missouri. The exclusive venue for any suit arising out of or related to this Release and Liability Waiver, or participation in the Activity, whether arising in contract, tort or otherwise, shall be in the Circuit Court of Iron County, Missouri or the United States District Court for the Eastern District of Missouri. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement is the entire agreement with respect to the subject matter hereof.

7. If for any reason a Released Party is required to engage an attorney to enforce this Agreement, I agree to reimburse such Released Party for costs and reasonable attorney's fees incurred in enforcing this Release and Liability Waiver.

8. I agree that if any provision of this Release and Liability Waiver is found to be unenforceable by a court of competent jurisdiction, that provision shall be subject to reformation to remove the objection, and if reformation is not available, the provision shall be severed, and the remaining provisions shall remain in full force and effect.

9. I have had sufficient time to read this entire document and understand that I am free to have it reviewed by legal counsel prior to signing. I understand that the Activity might not be made available to me or that the cost to engage in the Activity would be significantly greater absent this Agreement, and agree that the opportunity to participate in the Activity at the stated cost in return for the execution of this Agreement is a reasonable bargain.

IN WITNESS WHEREOF, the undersigned Releasor has executed this Release and Waiver of Liability.

RELEASOR	PRINTED NAME	ADDRESS
_____	_____	_____
Signature		_____
		_____

Date Signed: \_\_\_\_\_

**PARENT OR GUARDIAN ACKNOWLEDGMENT** (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ [*print minor's name*] being permitted to participate in the Activity, I agree to be bound by all provisions, waivers and releases contained in the foregoing Agreement all of which are incorporated herein by this reference, and further agree to protect, defend, indemnify and hold harmless the Released Parties, including attorney fees incurred by them, from any Claims which are brought against the Released Parties by any person or entity relating to the minor's participation in the Activity, including Claims brought by or on behalf of the above named minor or me, or which are in any way connected with the participation by the minor in the Activity **EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES.**

PARENT(S) OR GUARDIAN	PRINT NAME(S)	ADDRESS
_____	_____	_____
Signature		_____
		_____

Date Signed: \_\_\_\_\_