



Acknowledgment of Risks & Waiver of Liability: *Bicycling and Hiking*

- Please read carefully
- Each person in a group must submit one of these forms. If the person is under the age of 18, then a parent or guardian must sign their form and assume responsibility for the minor.

WARNING

There are significant elements of risk in any adventure, instruction, or activity undertaken with Woods & Waters — including bicycling and/or hiking (referred to herein as “activity”), and the use of any activity-related equipment. Woods & Waters does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and be informed of inherent risks. The following describes some, but not all, of those risks:

- Changing weather, inclement weather, variances and extremes of wind, weather, and temperature;
- Variable, uneven, slippery, and wet or water-covered terrain with obstacles;
- Presence of insects and animals;
- Cold- and/or heat-related injuries and illnesses including frostbite, frost nip, heat exhaustion, heat stroke, hypothermia, and dehydration;
- Sense of balance, physical coordination, ability to hike and/or ride a bicycle on uneven terrain, over/on obstacles, and/or follow directions;
- Getting on/off the bicycle;
- Travel, including hiking, and travel to/from or during the activity;
- Collisions with other participants, any portion of the bicycle, other bicycles, manufactured or natural objects, including, but not limited to streams; overhanging, buried, semi-buried, submerged, and/or semi-submerged trees, branches, rocks, boulders, fences, obstacles, holes, walls, or buildings; automobiles; and electric poles;
- Loss of balance and falling over and/or loss of control of the bicycle, collision, and falling off/being thrown from the bicycle, which can result in injury, trauma, and/or death;
- Accidents or illnesses occurring in remote places where there are no or limited medical facilities or emergency response;
- Fatigue, chill, overheating, shortness of breath, and/or dizziness which may diminish reaction time or decision making and increase risk of accident.

In consideration of Woods & Waters furnishing services, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (herein collectively referred to as the “concessionaire”), the concessionaire’s premises and/or equipment to enable me to participate in the activity, I agree as follows:

Although the concessionaire has taken reasonable steps to provide appropriate equipment, instruction, and/or skilled guides so I can enjoy an activity for which I may or may not be skilled, the concessionaire has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment and belongings, or accidental injury, illness, or in extreme cases, permanent trauma or death.

As a participant in the activity or activities, I fully understand and acknowledge that:

- (a) outdoor recreational activities have inherent risks, dangers, and hazards and such exist in my use of bicycle or hiking equipment and my participation in bicycling and hiking activities.
- (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury; fractures, sprains, or tears; exposure to agents that cause disease or infection; partial and/or total paralysis; death; or other ailments that could cause serious disability.
- (c) these risks and dangers may be caused by my own negligence; the negligence of the owners, employees, officers or agents of the concessionaire; the negligence of fellow participants; the negligence of others; or by accidents, forces of nature, and/or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, problems with equipment, using equipment not in accordance with its intended use, risk of falling, risk of injury while bicycling or hiking, my own or the concessionaire's decision making — including the misjudgment of terrain, weather, trail conditions, obstacle, or ability — and such other risks/ hazards/ dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment.
- (d) equipment must be operated in accordance with its designed use and that I should maintain a safe body position while attempting skills and activities. Designed use of bicycle involves riding on roads, trails, and other designated areas following rules of the road, trail etiquette, wearing a helmet, and proper riding (feet on peddles, hands on handlebars);
- (e) if I am negligent or abusive toward equipment, or use equipment in a way not intended for its designed use — even after instruction — and cause damage to equipment beyond normal wear and tear, and/or loss, I am aware that damage and/or loss will result in charges for equipment repair or replacement.
- (f) if I am renting equipment for self-guided activities, I understand I am responsible for the bicycle and accompanying rental gear, its repair and/or full replacement value, and its operation if any damage or loss occurs during my rental period. Any damage beyond normal wear and tear, and/or loss, will result in charges for compensation on loss, damage, or repair of equipment. I understand I will be engaging in physical exertion, strenuous activity, and other activities that could cause injury to me or others without any oversight from the concessionaire.

My participation in these activities is voluntary; no one is forcing me to participate, and I am participating regardless of and with full knowledge of risks, both identified and not specifically identified here. By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers — known and unknown — and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of concessionaire, or by any other person — including myself.

I also verify that I am in good health, have no disability or ailment that prevents me from participating with or without reasonable accommodations, and am fully capable of participating in this activity. I agree to ***not*** be under the influence of any illegal drugs, drugs — either prescription or over-the-counter — that may or have previously impaired physical or mental abilities, recreational marijuana, or alcohol of any kind while actively participating in bicycling or hiking activities — as well as abide by all state and federal laws as they pertain to being on either state- or federally-regulated lands regarding these substances. ***I also agree to wear a properly secured bike helmet at all times while riding a bicycle.*** These statements also apply to any minors for which I am responsible and signing for.

I am aware that these activities entail risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified.

I acknowledge that engaging in these activities may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of the concessionaire has been available upon request to more fully explain to me the nature and physical demands of these activities and the inherent risks, hazards, and dangers associated with these activities.

I have read this acknowledgment of risk and waiver of liability and by signing it, agree that I, and any minors I am responsible for, are fully capable of participating in these activities. I assume and accept full responsibility for myself, including all minors I am responsible for, for bodily injury, death, or loss of personal property and expenses as a result of the inherent risks and dangers identified herein – and those inherent risks, personal losses, expenses, and dangers not specifically identified – and as a result of my participation and/or negligence while participating in these activities. I have carefully read, clearly understood, and accepted the terms and conditions stated here and acknowledge that this agreement shall be effective and binding upon me, my personal representatives, my heirs, assigns, estate, and any minors I am responsible for. I understand that this Acknowledgment of Risks & Waiver of Liability is an agreement that binds me and, if applicable, my children (including those persons for whom I have guardianship).

I, on behalf of myself and children (if applicable), my personal representatives, my heirs, assigns, and estate hereby fully and forever release (and waive my right to bring suit against), discharge, and hold harmless, the concessionaire, and the concessionaire's associated premises, from any and all present/future claims, demands, damages or rights of action, resulting from any participation in any activities or use of the concessionaire's premises (including, but not in any way limited to, exposure, infection, and/or spread of COVID-19 (or any other contactable or communicable infection or virus). I understand and agree that this waiver means I (and my children, or those I have guardianship of, if applicable) give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I (and my children, or those I have guardianship of, if applicable) may have to seek damages, whether known or unknown, foreseen or unforeseen. I also agree to defend and indemnify the concessionaire and its owners, officers, and employees from any and all claims; actions or losses for bodily injury, property damage, or wrongful death caused by negligence or any other cause; or loss of services or otherwise which may arise out of my use of bicycling or hiking equipment on or off premises. The concessionaire is exempt from any accidents that have occurred while operating the bicycle or hiking and is not liable for any injuries sustained by activity participants.

This Acknowledgment of Risks & Waiver of Liability shall be governed by and interpreted in accordance with the laws of the State of Michigan. I expressly agree that the forgoing Acknowledgment of Risks & Waiver of Liability is intended to be as broad and inclusive as is permitted by the law of the State of Michigan, and that if any portion thereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

I acknowledge that there is a valid consideration to executing this Acknowledgment of Risks & Waiver of Liability.

I have carefully read and fully understand all provisions of this Acknowledgment of Risks & Waiver of Liability, and freely and knowingly assume the risks and waive my rights concerning liability as described above.

I represent that I am of lawful age and legally competent to sign this release. I also understand that I may be asked to provide identification prior to receiving equipment and/or service.

Print Legal Name

Signature

Date

If participant is under 18 years of age, parent or guardian must sign below:

Print Legal Name of Parent / Guardian

Signature

Date