



ACKNOWLEDGMENT, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY

(Read Carefully Before Signing)

In consideration of being allowed by Lost Valley Management, LLC, Lost Valley Holdings, LLC, and its agents, subsidiaries, organizers, and sponsors (collectively "Lost Valley") to participate in a Lost Valley sanctioned outdoor event, running, zip lining, rappelling, water sliding, mountain biking, cycling, or mountain bike racing event (the "Activity"), is an inherently dangerous sport that presents many unique challenges and risks too numerous to list, including but not limited to ever-changing surfaces; steep, slippery, wet, uneven condition of roads, trails and course; natural and manmade obstacles, rocks, trees, ledges, soft sand, mud, slippery grass, water bars, bumps, ruts, stumps, brush (all of which can be hidden or obscured by vegetation); falls, collisions with other bikers, pedestrians and mountain vehicles or other manmade objects, including racing gates, finish line equipment, freestyle terrain; and the failure of bike components and equipment. the Undersigned ("The Undersigned" means only the PARTICIPANT when the PARTICIPANT is age 21 or older)

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I understand that the sport of running, zip lining, rappelling, water sliding, mountain biking, cycling, and mountain bike racing (the "Activity") is an inherently dangerous sport that presents many unique challenges and risks too numerous to list, including but not limited to ever-changing surfaces; steep, slippery, wet, uneven condition of roads, trails and course; natural and manmade obstacles, rocks, trees, ledges, soft sand, mud, slippery grass, water bars, bumps, ruts, stumps, brush (all of which can be hidden or obscured by vegetation); falls, collisions with other bikers, pedestrians and mountain vehicles or other manmade objects, including racing gates, finish line equipment, freestyle terrain; and the failure of bike components and equipment. I understand that even minor injuries can become life-threatening emergencies when they occur far from rescue personnel or when alone. I understand that it may take a great deal of time for rescue personnel to locate and reach an injured person.

I understand that the Activity tests a person's physical limits and involves the risk of serious injury, including death. I represent that I am in good health and proper physical condition to safely participate in the Activity. I agree freely and voluntarily to assume all risks, including the risk of death, injury or damage to person or property associated with participation in the Activity. I agree to accept the conditions as they exist even though I may have chosen not to inspect to the roads, trails, or course as well as to accept and abide by the rules and regulations of Lost Valley. I agree to ride and participate so as not to endanger myself or others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided for my use. I will wear a bike helmet and assume all responsibility for the selection of such helmet.

RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

I agree for myself, my spouse, my children, my heirs, representatives, and for anyone else on my behalf, to the fullest extent allowed by law, to RELEASE, INDEMNIFY AND HOLD HARMLESS Lost Valley Management, LLC, Lost Valley Holdings, LLC, Lost Valley, and each of their owners, directors, officers, real and personal property owners, shareholders, employees, volunteers, agents, representatives, affiliates, successors and assigns (hereinafter collectively referred to as "Releasees") from any and all responsibility or legal liability for any property damage, personal injury, damage or death which may result directly or indirectly from participation in the Activity, whether or not such injury or damage was foreseeable, or any other cause or claim arising from participation in the Activity under any legal theory, including NEGLIGENCE. I acknowledge that I have carefully read and understand this agreement and release of liability or any other cause or claim arising from my participation in the Activity, including any claims for breach of duty or other legal theory, including NEGLIGENCE.

I promise to not sue, and to indemnify, hold harmless and defend Releasees for any claim of injury, damage or death which may occur from my participating in the Activity, including any claims based on alleged NEGLIGENCE of Releasees. Should any claim or action be asserted in contravention to this agreement, I or my successor shall be liable for all expenses, including legal fees incurred by Releasees and that if a claim or action is brought, it shall be submitted to the jurisdiction of the State or Federal Court in the State of Maine, and no other jurisdiction, and shall be governed by the laws of the State of Maine.

I authorize and consent to Releasees to copyright or publish all photographs and video in which I appear as a participant in the Activity. I agree that this/these photograph(s) and/or video(s) may be used for exhibitions, public displays, publications, commercials, art and advertising purposes, without limitation or reservations.

I agree that no warranties, expressed or implied, have been made to me other than what is stated on this form. I have carefully read and understand this agreement is a comprehensive release of all liability which is binding upon me, my heirs, agents and assigns, that is not intended to assert any claims or defenses that are prohibited by law, and that if any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect.

PARTICIPANT

DATE OF BIRTH: _____ DATE: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP CODE: _____ HOME PHONE: _____