

Intrinsic Flow LLC

Mountain Bike Guiding and Instruction WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Please read carefully.

I acknowledge that I have voluntarily requested to be instructed with riding mountain bikes.

I AM AWARE THAT THE PROGRAM WILL INCLUDE DEMONSTRATION OF MOUNTAIN BIKING SKILLS AND TECHNIQUES SUCH AS CORNERING, BRAKING, JUMPING, AND OTHER PHYSICALLY STRENUOUS MOVEMENTS REQUIRED TO CONTROL A MOUNTAIN BIKE ON NATURAL SURFACE TRAILS AND MAN MADE FEATURES. I AM AWARE THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED BY PARTICIPATING IN THIS PROGRAM. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

WAIVER: In consideration of permission to participate in learning mountain biking skills and techniques I, on behalf of myself, my heirs, personal representatives, or assigns, **DO HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the instructor, Michael Storm individually, and Intrinsic Flow, LLC, its employees, members, or agents, from liability **FROM ANY AND ALL CLAIMS ARISING FROM THE ACTS, FAILURE TO ACT, AND/OR ORDINARY NEGLIGENCE OF** the instructor, Michael Storm, individually, and Intrinsic Flow, LLC, its employees, members, or agents. This agreement applies to 1) personal injury (including death) arising from practicing or riding and to 2) any and all claims for damage to, loss of, or theft of personal property.

ASSUMPTION OF RISK: Mountain biking, by its nature, carries with it inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Practice and demonstration of mountain biking skills and techniques require quick movements involving speed and change of direction, exertions of strength, and can involve stress on the cardiovascular system.

The specific risks involved in mountain biking can range from: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as concussions, broken bones, and heart attack; 3) catastrophic injuries including paralysis and death; and 4) property damage.

I specifically acknowledge and assume the risk of injury and/or damage as set forth herein.

COVID-19: I (the participant or parent) understand that there is currently a worldwide COVID-19 pandemic and despite taking recommended precautions from the CDC or Health Department there is always a possibility of contracting COVID-19 or another communicable disease. I take full responsibility for this possibility for myself (and/or my child).

MEDICAL HISTORY: I certify that **1)** I possess a sufficient degree of physical fitness to safely participate in mountain bike instruction, **2)** I understand that I am to discontinue any activity at any time I feel undue discomfort or stress, and **3)** I will indicate any health-related conditions that might affect my ability to safely participate in mountain biking now or in the future.

EMERGENCY MEDICAL CARE: In the event of a medical emergency, I authorize and give my consent and permission to the instructor, Michael Storm or Intrinsic Flow, LLC, its delegate, employee or agent, to provide any and all medical assistance, including but not limited to first aid, arranging treatment by medical personnel, physicians, nurses, or paramedics, and to authorize any emergency medical treatment. I specifically hold Michael Storm, or Intrinsic Flow, LLC, its delegate, employee or agent harmless from any and all decisions made on my behalf. I further understand that in the event of a medical emergency that **I WILL BE FINANCIALLY RESPONSIBLE FOR ANY EXPENSES INVOKED.**

INSURANCE: I understand that I am solely responsible for any medical, health, or personal injury costs relating to my participation in mountain biking or mountain bike instruction. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in mountain bike instruction.

SHUTTLING: I agree that I am solely responsible for any incidental damages or other costs to my bike or other equipment belonging to me. I understand it is my responsibility to be sure all my personal belongings are stowed securely. I understand that I am encouraged to verify the securing of my bike or other items for transport.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to **HOLD HARMLESS AND INDEMNIFY** Michael Storm individually, Intrinsic Flow, LLC, its employees, agents or members from all claims resulting in injury or damage and to reimburse them for any expenses incurred as a result of my involvement in mountain bike instruction. I further agree to pay all costs and attorneys' fees incurred by the instructor, Michael Storm or Intrinsic Flow, LLC, its delegates, employees or agents, in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that Michael Storm or Intrinsic Flow, LLC, its delegates, employees or agents is not responsible for the injury or loss.

I have read the previous paragraphs and **I KNOW THE NATURE OF THE ACTIVITIES** learning or practicing mountain biking or mountain biking skills. **I UNDERSTAND THE DEMANDS** of those activities relative to my physical condition and skill level, and **I APPRECIATE THE TYPES OF INJURIES** that may occur as a result of activities made possible by the instructor. **I HEREBY ASSERT THAT MY PARTICIPATION IS VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL SUCH RISKS.**

ACKNOWLEDGMENT OF UNDERSTANDING: I HAVE READ THIS WAIVER of liability and indemnification agreement and fully understand its terms. **I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE.** I acknowledge that I am signing the agreement freely and voluntarily, **AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.**

Rider/Student Signature _____ Date _____

Print Name _____