



**SKI APACHE BIKE PARK  
RELEASE OF LIABILITY AND BIKE RENTAL AGREEMENT**

**BIKE RENTAL AGREEMENT 2014**

I, the undersigned, accept for use 'AS-IS' the equipment listed on the other side of this form and accept full responsibility for its care while it is in my possession. I understand that the rented mountain bike is not to be ridden after dusk and agree to reimburse Ski Apache Resort for any theft, loss, or damage, other than reasonable wear and tear resulting from normal use.

I verify that I am **FAMILIAR WITH THE PROPER USE** of the bicycle listed on this form, including use of the brakes, gear shifting, and quick release (wheels and seat post). I have inspected same, and it is in good condition and working order.

I understand that mountain biking is a **HAZARDOUS ACTIVITY**. Further, I recognize that there are risks, inherent and other, including, but not limited to, steep and narrow trails and roads, man-made obstacles, jumps and other features, natural variations in terrain, bumps, stumps, ruts, forest growth, debris, rock and other hazards and obstacles, including vehicles and other park users and varying weather conditions. I further realize that falls and collisions which may cause injuries or death can occur. I agree to **ASSUME ALL RISK AND RESPONSIBILITY** for myself and/or for my dependent minor listed on the other side of this agreement, for such incidents and injuries.

**I AGREE TO RELEASE FROM ANY LEGAL LIABILITY, INDEMNIFY, DEFEND, HOLD HARMLESS, AND NEVER SUE** Ski Apache Resort, the United States of America, special event organizers, sponsors, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, and affiliated companies and ski areas (collectively, "Ski Apache") for any injury or damage to persons or property, including myself, which may result from the use of the Ski Apache Bike Park facilities, including the mountain bike trails, chairlifts, gondola and shuttle transportation, to the fullest extent allowed by law, including negligence. I agree that Ski Apache Resort has no duty to supervise my conduct, that of others or to maintain any bicycling surface.

I understand that **HELMETS ARE REQUIRED** and my dependent minor and I agree to wear my (our) helmet(s) at all times. I understand that while the helmet is necessary equipment to help protect against injury, it does not guarantee the elimination of risk of injury or death to the user.

I agree to **REMAIN ON MARKED TRAILS** at all times. **Failure to do so will result in loss of ticket/pass.** I understand that if I become lost, I may be held responsible for the cost of search and rescue. I also understand that if I ride on public roads, I am responsible for following all traffic laws and rules of the road.

**I understand that this is a contract that limits my legal rights and that it is binding upon me, my heirs, and legal representatives. I understand and agree that this agreement will be interpreted under the laws of the Mescalero Tribal court. I understand that this agreement is severable. If any clause is found to be invalid the balance of the contract will remain in effect and will be valid and enforceable.**

Name: \_\_\_\_\_  
*Last First M.I.*

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Age \_\_\_\_\_

Riding Ability:    Δ Beginner    Δ Intermediate    Δ Expert

Mountain Bike Experience: \_\_\_\_\_ yrs.

**I HAVE READ THE AGREEMENT ON THE BACK OF THIS FORM, RELEASING SKI APACHE FROM LIABILITY. I VOLUNTARILY AGREE TO THE TERMS OF THAT AGREEMENT.**

User's Signature \_\_\_\_\_ Date: \_\_\_\_\_  
(If under 18 years of age, parent/guardian must read and sign below:)

**I verify that I have the authority to enter into this agreement on behalf of any minor child/children listed on this release and on behalf of any other parent/guardian of said minor(s):**

Guardian's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Office Use Only:**

Date Out: \_\_\_\_\_ Time Out: \_\_\_\_\_ Tech \_\_\_\_\_

Date In: \_\_\_\_\_ Time In: \_\_\_\_\_ Tech \_\_\_\_\_

D Single Ride\_\_ D 4 Hour\_\_    D All Day\_\_    No.    of Days \_\_\_\_\_

Bike Size \_\_\_\_\_ ID# \_\_\_\_\_ Helmet ID \_\_\_\_\_

**Rental Bike Insurance (ask for details)**

Accepted - Does not cover lost or stolen bikes

Declined