

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement **PARTICIPANT OR/AND BY PARENT/LEGAL GUARDIAN**

By signing this document you will waive or give up certain legal rights for yourself and/or your minor child, including the right to sue. Please read carefully!

PARTICIPANT'S INFORMATION:

Name: _____ Age: _____ Date of Birth: _____

Street: _____ City: _____ Postal Code: _____

E-mail address: _____ Phone Number: _____

Emergency Contact Name: _____ Phone Number: _____

DEFINITIONS:

For the purposes of this agreement, the following terms shall be defined as follows:

The term "Releasees" shall mean the Owners, Operators, Board members of Pano Platres Community Council and Platres Sports Center, their directors, officers, employees, guides, independent contractors, successors, agents, members, representatives and assigns.

The term "Mountain Biking" shall include all activities, services, transportation and use of facilities provided for or arranged by the Releasees including but not limited to: cycling; bike descents; mountain bike tours; training; use of trails, fields, land and roads in the Recreation Area; races; competitions; instructional courses; Camp Programs or any other activity related to the riding of bicycles and any other vehicles (whether propelled by the rider thereof, self-propelled, or otherwise) including but not limited to: orientation and instructional session, transportation, accommodation and recreational activities in addition to bicycling, loading, unloading and travel in or movement around the Recreation Area; and all other activities in the Recreation Area.

The term "Recreation Area" shall mean all areas constituting/under Pano Platres Community Council and Platres Sports Center and all areas used by Platres Sports Center and Pano Platres Community Council through its Camp Program.

The term "Camp Programs" shall mean all activities, programs, instruction, services, transportation, accommodations and use of facilities by Platres Sports Center and Pano Platres Community Council participants.

By signing this release the Participant or as the parent or legal guardian of a child under the age of 18, you acknowledge and agree to the following:

ASSUMPTION OF RISKS

I acknowledge and accept that Mountain Biking involves risks, dangers and hazards in addition to those normally associated with bicycle riding and that injuries are a common and expected part of Mountain Biking. Mountain Biking at Platres Sports Center and Pano Platres Community Council takes place on steep and rugged terrain and will expose the rider/participant to many risks, dangers and hazards. The terrain may be uninspected, uncontrolled and unsafe due to constantly changing conditions. The inherent risks, hazards and dangers include but are not limited to the following:

- collision with other riders, vehicles, bicycles, trees, tree stumps, tree wells or other objects;
- the use of chairlifts, benches and proximity to chairlifts, fences and other man-made structures;
- mechanical failure of equipment;
- rapid and uncontrolled acceleration on hills and inclines;
- changing weather conditions;
- unsafe terrain - including steep or slippery sections, cliffs, rivers, rocks, holes, or crevasses;
- extreme variation in cycling terrain;
- encounters with domestic and non domestic animals;
- Negligence of the part of the Releasees - including the failure to protect the participant from the risks, dangers and hazards of Mountain Biking or to predict whether the terrain is safe for Mountain Biking; and
- negligence of other riders, drivers and/or spectators.

I am aware of the risks, dangers and hazards associated with Mountain Biking and sports in general and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom. All of which may result in serious and permanent bodily injury or death to the rider/participant.

PARTICIPANT or PARENT/LEGAL GUARDIAN INITIALS: _____ DATE: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT BY PARTICIPANT AND/OR PARENT/LEGAL GUARDIAN

In consideration of myself and/or my child's participation in Mountain Biking at Pano Platres Community Council and Platres Sports Center and myself/his/her use of the Recreation Areas, use of the equipment, services and facilities, I hereby agree as follows:

1. To waive any and all claims that the participant now has or may in the future have against the Releasees and to release the Releasees from any and all liability EVEN THAT WHICH IS DUE TO THE NEGLIGENCE OF THE RELEASEES for any loss, damage, expense or injury including death, that the participant may suffer or that myself/his/her next of kin may suffer as a result of participant's participation in activities, including but not limited to Platres Sports Center, on the premises of Platres Sports Center and Pano Platres Community Council and/or Pano Platres Community Council, on the premises of Platres Sports Center and Pano Platres Community Council and/or Camp Programs, DUE TO ANY CAUSE WHATSOEVER, INCLUDING THE NEGLIGENCE OF RELEASEES, NEGLIGENCE OF OTHER MOUNTAIN BIKERS, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING REFERRED TO ABOVE.

2. To hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party resulting from Participants participation in Mountain Biking or other activities within the Recreation Area.

3. This agreement shall be effective and binding upon Participant's heirs, next of kin, executors, administrators, assigns and representatives in the event of the Participant's death or incapacity.

4. This agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Republic of Cyprus.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Mountain Biking, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, _____ Signature of Participant: _____

Parent/Guardian's Signature: _____

18+	
The undersigned hereby acknowledges that he or she has read the foregoing agreement, and that by signing this Agreement as the Participant named below agree to be bound by all of the terms herein.	
I have a clear understanding of the type of terrain that it is likely for me to encounter while riding at the park.	
Name of the Participant (Please Print): _____	Name of the Witness (Please Print): _____
Participants Signature: _____	Witness Signature: _____
Participants ID/Passport No.: _____	Witness ID/Passport No.: _____

18-	
The undersigned hereby acknowledges that he or she is the legal guardian of the Participant whose name appears herein, that the undersigned has read the foregoing agreement, and that by signing this Agreement on behalf of the Participant named below and himself or herself, the Participant named below and the undersigned agree to be bound by all of the terms herein.	
I have a clear understanding of the type of terrain my child (the participant) is likely to encounter while riding at the park.	
Name of the Participant (Please Print): _____	
Name of Parent/Guardian (Please Print): _____	Name of the Witness (Please Print): _____
Parent/Guardian Signature: _____	Witness Signature: _____
Parent/Guardian ID/Passport No.: _____	Witness ID/Passport No.: _____