

CHINA PEAK MOUNTAIN RESORT
SUMMER MOUNTAIN ACTIVITIES PARTICIPANT RELEASE 2024

In consideration of China Peak Mountain Resort LLC, its employees, officers, owners, directors, affiliates and related entities (hereafter “**RESORT**”), allowing **PARTICIPANT** to participate in chair lift transport, mountain biking activities, climbing, disc golf or other activities, including but not limited to any of **RESORT**’s other ongoing activities as well as my presence at the **RESORT** regardless of whether I am actively participating in an specific activity, hereafter referred to as the **ACTIVITY**:

I, (please print participant name) _____, (hereafter **PARTICIPANT**), for myself, my representatives, heirs and assigns hereby **FOREVER RELEASE AND DISCHARGE** **RESORT** to the fullest extent of the law from any and all liabilities, claims, demands or causes of action that I may hereafter have for any injuries or damages arising out of my participation in the **ACTIVITY** or my use of China Peak Mountain **RESORT** premises and/or services, **including but not limited to** any first aid and/or off the mountain transport provided or not provided and **any losses allegedly CAUSED BY THE NEGLIGENCE OF RESORT**, or by hidden, latent or obvious defects on the premises.

Participant (and Guardian if Participant is a minor) agree and understand that there are risks associated with strenuous physical exertion and with participating in the **ACTIVITY** and that falls, **INJURIES AND/OR DEATH** may result from engaging in the **ACTIVITY**. **Participant (and Guardian if Participant is a minor)** agree and understand that risks include, but are not limited to: changing weather conditions, equipment failure, improper use of equipment, improper warnings or instructions, slipping, falling, varying surfaces of the climbing area, variations in terrain, the condition of the **PARTICIPANT**, dehydration and high elevation. **Participant (and Guardian if Participant is a minor)** acknowledge and understand that the description of activities and risks listed above are not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the **ACTIVITY**. By signing this release, **Participant (and Guardian if Participant is a minor)** recognizes that property loss, serious injury and death are all possible while participating in the **ACTIVITY**. **RECOGNIZING THE RISKS OF THE ACTIVITY, Participant (and Guardian if Participant is a minor) UNDERSTANDS AND EXPRESSLY ASSUMES ANY AND ALL RISKS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

Participant (and Guardian if Participant is a minor) understands and accepts that **SURFACE CONDITIONS** on roads, trails, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to elements such as rocks, gravel, loose debris, snow, rain, sleet, hail and ice, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS**. **PARTICIPANT FREELY ASSUMES any and ALL RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF RESORT.**

1. **I UNDERSTAND THAT MOUNTAIN BIKING is a HAZARDOUS ACTIVITY.** Further, I recognize that there are risks, inherent to my participation which include but are 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. (_____) Initials)
2. I/We, accept the risks associated with Mountain Biking. I agree that China Peak has no duty to supervise my conduct, or that of others or to maintain any bicycling surface. I understand that **HELMETS ARE REQUIRED** 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, read any posted signs and follow any directions given by China Peak Staff. Failure to do so will result in loss of riding privileges. 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. (_____) Initials)

I understand and acknowledge that the **ACTIVITY** has inherent dangers that no amount of care, caution, instruction or expertise can eliminate. **I EXPRESSLY AND VOLUNTARILY ASSUME ANY AND ALL RISKS OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED WHILE PARTICIPATING IN CHAIR LIFT TRANSPORT, CLIMBING, DISC GOLF, OR MOUNTAIN RECREATIONAL ACTIVITIES OF ANY TYPE**, including but not limited to variations or changes in surface, lighting or weather conditions, power surges, sudden stops, swinging chairs, falls, or by hidden, latent or obvious defects on or to the premises. I also recognize that other participants and spectators pose a danger to me and **I VOLUNTARILY ACCEPT ANY AND ALL RISKS** connected with or arising from my participation in the **ACTIVITIES**, whether or not incidental to my participation in these activities, and whether from known or unknown causes.

I HAVE DETERMINED that any personal equipment I use for the ACTIVITY is adequate and appropriate for use. I also understand and accept that RESORT will not make any evaluation nor determination of my abilities nor of the appropriateness of any portion of my equipment.

As an **EXPRESS CONDITION** of being permitted to participate in these activities, I represent that I have either observed or have previously participated in activities of the type I now seek to participate in while at RESORT and have had the opportunity to inspect the premises, lighting, or lack thereof, terrain, trails and observe weather conditions. I also agree to not allow anyone else to use any personal and/or rental equipment unless they have also signed a copy of Summer Mountain Activities Participant Release. Furthermore, I agree to not ride in or on any ski runs or areas closed to biking.

As a further express condition of being permitted to participate in these activities, I FOREVER WAIVE and agree, for myself and for my heirs, assigns and representatives **NOT TO SUE** RESORT, and not to initiate or assist the prosecution of any claim for damages or cause of action which I or my heirs, assigns or representatives may have by reason of my suffering any personal injury, death or damage or destruction to my property arising from the activities contemplated by this agreement.

I agree for myself and my heirs, representatives and assigns to **FOREVER WAIVE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS RESORT** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by myself or by any other person or organization, including demands for damages, judgments, costs, loss of services, or expenses, arising from the activities contemplated by this agreement, including but not limited to reasonable attorney fees incurred by RESORT herein.

Participant (and Guardian if Participant is a minor) grants permission to **RESORT** to use Participant's image appearing in any photographs, videotape, motion picture or any other media for any of **RESORT'S** advertising or promotional purposes whatsoever, in perpetuity throughout the world.

Participant (and Guardian if Participant is a minor) is responsible for determining PARTICIPANT's medical, physical or other qualifications or suitability for participating in the ACTIVITY. **Participant (and Guardian if Participant is a minor)** represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. **Participant (and Guardian if Participant is a minor)** authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. **Participant (and Guardian if Participant is a minor)** either has appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

I understand that this agreement shall be binding upon my heirs, executors, administrators and assigns and shall be governed by the applicable laws of California. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims which I may bring against the **RESORT** shall be submitted to the jurisdiction of the California State courts of Fresno County and that no claims against **RESORT** shall be brought in any other jurisdiction.

Participants Name: _____ Age _____ Date _____
Print Name Here

Address _____ City _____ St _____ Zip _____

Cell Phone Number _____

MINOR'S RELEASE

I, as the parent/guardian or responsible party of the minor, have the authority to enter into this Agreement on behalf of said minor and on behalf of any other parent/guardian of said minor. I have read this contract, understand its contents and will explain these terms and conditions to the minor. **I agree on behalf of said minor and for myself to be bound by all the terms and conditions in this agreement. I further agree,** to the fullest extent allowed by law, never to sue RESORT and to RELEASE FROM LIABILITY, DEFEND, INDEMNIFY and HOLD HARMLESS RESORT from any claim made on behalf of the minor or by any third party arising from the minor's use of and presence on RESORT'S premises.

Signature of Parent or Guardian _____ Date _____
Printed Name if Participant is under 18 years of age _____