

RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF ALL RISKS, AND INDEMNITY AGREEMENT

I wish to participate in the BME Rides Trip identified below ("the Trip"), and/or participate in all activities, events or services partially or wholly provided, arranged, organized, directed, conducted, or paid for by BME Rides during the Trip. In exchange for the ability to join and/or participate in the Trip by my signature on (and/or clicking on the BME Rides webpage to agree to) this Release of all claims, waiver of liability, assumption of all risks, and indemnity agreement ("Release") I hereby irrevocably and unconditionally agree for myself and my heirs, estate, insurers, successors and assigns as follows:

1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. I understand that any and all BME Rides Trips may be hazardous and may result in severe injury, loss, damage, or death. I understand that I am solely responsible for my own safety, and for taking every precaution to provide for my safety and well-being, while participating in the Trip. I understand that injuries are a common and expected part of mountain biking and adventure travel in a mountainous backcountry region. I understand that my physical fitness and mountain biking skills will be challenged during the Trip. I understand that I am solely responsible for assuring that my physical conditioning, riding skills, bike, helmet and all equipment are adequate for me to participate safely in the Trip. I further acknowledge and accept that it is my responsibility to consult with my own personal physician about my physical health, fitness, and ability to participate in the mountain biking trip and will do so before participating in the Trip. I understand that BME Rides has no obligation to provide medical care and has not undertaken the responsibility to do so.

I understand that the Trip involves inherent, serious risks and dangers that are impossible to know or predict, including but not limited to:

- a. steep and rugged terrain; technical and physically demanding trails; narrow or nonexistent trails; rough, exposed, unstable, steep or slippery terrain; cliffs, drops, jumps; varying visibility; natural and manmade obstacles and hazards; and other risks of wild and unfamiliar terrain and locations;
- b. bicycle and/or equipment malfunctions or failure;
- c. fatigue; exhaustion; dehydration; heatstroke; hypothermia; high elevation; high-altitude illness; becoming lost or separated from the guides or other participants; lightning; cold weather; avalanches, icefall or rockfall and changing weather conditions;
- d. wild or poisonous animals, insects or plants; dangerous river or water crossings; fires or floods; other forces of nature;
- e. risks associated with impure water and/or food;
- f. extreme remoteness from, and unavailability of, medical facilities or rescue;
- g. travel by motor vehicles or other conveyance;
- h. acts or omissions by BME Rides, its employees, agents, guides, volunteers or members, including but not limited to those of the Trip leader;
- i. acts or omissions by others, including but not limited to Trip participants and third party vendors, including but not limited to vendors supplying transportation, lodging, and services in foreign countries;
- j. interruption, cancellation, or unforeseen difficulties in transportation and travel, including but not limited to, the complete unavailability of transportation for extraction and repatriation even in emergency situations;

- k. cultural, political, and violent events in foreign lands, including but not limited to the criminal conduct of others; and
- l. serious injury, illness, or death as a result of any cause, including without limitation, accident, misadventure, transportation collision or crash, disease, crime, terrorism, and war.

I understand and have considered and evaluated the nature, scope and extent of the risks involved, and I voluntarily and freely choose to assume such risks.

2. RELEASE FROM LIABILITY AND WAIVER. I fully and forever release and discharge BME Rides, its employees, agents, partners, leaders, members, guides, volunteers, officers, directors, representatives, owners or operators of the Trip (the “Released Parties”) from any and all, claims, demands, lawsuits, causes of actions, expenses, and any other liability of any kind, whether foreseen or unforeseen. I fully and forever waive my right to pursue any and all claims legal actions, suits, and causes of action of any kind (including but not limited to negligence, negligent supervision, negligent retention, negligent hiring, negligent instruction or supervision, improper maintenance or provision of equipment, negligent first aid or failure to render first aid, or prevention of a Good Samaritan from rendering first aid, and breach of any common law or statutory standard of care), for any injury, damage, or loss of any kind to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at the Trip, including transportation related to the Trip, even if it is due to the negligence or other fault of the Released Parties.

I understand that BME Rides organizes, promotes, and sells tour programs consisting of certain travel services that are provided by independent third parties (“Suppliers”). All travel activities and services provided in connection the Trip including but not limited to hotels, restaurants and other food providers, tour guides, local guides, ground operators, and transportation providers, are owned and operated by independent third party contractors whose employees, facilities, products and services are not subject to the supervision or control of BME Rides. BME Rides makes no warranty, either express or implied, regarding the suitability, safety, insurance or other aspects of any Supplier and any transportation, tours, services, products or facilities provided by Suppliers. I understand the Released Parties are not liable for any claim for loss, damage, injury, death, misrepresentation, delay, failure to deliver, partial or inadequate delivery of service, inconvenience or disappointment, arising from any action by a Supplier, including but not limited to any negligent or willful act or failure to act of any Supplier or of any other third party.

3. COVENANT NOT TO SUE. I will not initiate any lawsuit, court action, or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone or any entity may have, on account of injuries (including death), losses, or damages sustained by me or others in connection with my participation in or attendance at the Trip, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any injuries, losses, or damages that I may experience related to the Trip, even if due to the negligence or other fault of the Released Parties. I waive my insurers’ right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason. This means that my insurers have no right of subrogation against the Released Parties.

4. INDEMNITY. I agree to indemnify, defend, and hold harmless the Released Parties from and for any claims, losses, damages, and causes of action to which Released Parties may be subjected arising from or relating to my participation in the Trip. I agree to indemnify, defend, and hold harmless the Released

Parties from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, injury (including death), loss, or damage sustained by me or others in connection with my attendance at or participation in the Trip, including transportation related to the Trip. This means that I will reimburse the Released Parties if anyone makes a claim against them based on injuries, losses or damages I may suffer.

5. NO INSURANCE; MEDICAL EXPENSES. I understand that BME Rides and others involved in the Trip, do not provide me with any insurance, including life, medical, motor vehicle, or liability, evacuation, repatriation, or trip cancellation, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in or attendance at the Trip. If I want insurance of any kind, I must obtain my own insurance. I will pay my own medical emergency expenses and all subsequent medical expenses associated with any illness, accident, or injury in connection with the Trip. I am aware that BME Rides trips may take place in regions and countries where the medical facilities, supplies and services may not be easily accessible or adequate and where safety and other standards, facilities, and infrastructure are basic and/or inferior.

6. I understand that the Released Parties have made no representations or warranties whatsoever with respect to my personal safety or the safety of my property while traveling to and from, or while on the Trip.

7. I have read and understood the information provided by the United States Department of State at <http://travel.state.gov/content/passports/en/country.html> , which includes, among other information, travel alerts and warnings, and will continue to monitor this information, and will consider this information in my on-going travel planning, and understand and accept the risks of my travel plans and described in these materials. I have read and understood the information provided by the Centers for Disease Control at <http://wwwnc.cdc.gov/travel> , which includes, among other information, Travel Notices and resources for travelers. I agree that I alone am responsible for any vaccinations, immunizations, or other preventative treatments necessary or required before leaving on the Trip.

8. I agree to comply with all BME Rides policies and procedures during the Trip.

9. I acknowledge that BME Rides reserves the right to make itinerary, route, lodging and other trip modifications as necessary or advisable to ensure the trip quality and/or to accommodate the safety, comfort and well-being of participants. I acknowledge that BME Rides reserves the right to decline accepting or retaining any trip participant whose health or actions in BME Rides' sole judgment impedes the operation of a trip or the welfare or enjoyment of fellow participants.

10. I hereby unconditionally and irrevocably consent, authorize and grant BME Rides all necessary authority, right and license and permission to use photographs, audio or video recordings, or other forms of recordings that capture my image, likeness, or voice (or all of these) which are associated with the Trip, (collectively hereinafter referred to as "Images"), in which I may be included in whole or in part, in any manner or media, including print, broadcast, internet media, direct marketing channels, downloadable content and applications, and all other technologies now known or hereafter developed. The Images may be used or exploited for any commercial or non-commercial purpose whatsoever, and may be altered, modified, changed, combined or incorporated into other works. I hereby relinquish any rights I may have in the Images (including privacy, personality and publicity rights). No fees or other

compensation whatsoever will be provided to me for or in connection with the use of the Images. I hereby release BME Rides their respective licensees, assigns, representatives and agents from any and all claims which I may now or in the future have relating to the ownership, reproductions, display, distribution or other use of the Images.

11. VALIDITY. I intend this Release to apply in connection with the Trip at anytime and anywhere in the world. If I have clicked on BME Rides web page to signify acceptance of this Release, I agree that my doing so has the same force and effect as if I were to sign a printed copy of this Release. Upon request, I will immediately provide our signatures on a printed copy of this Release. This Release supersedes any oral or written statements made by or to me at any time by anyone in connection with the Trip. I understand that I cannot terminate, cancel, or revoke this Release for any reason. In the event that any portion or clause of this Release is found or declared by a court of competent jurisdiction to be unenforceable, unconstitutional, or otherwise invalid, such findings shall not affect the enforceability or validity of the remainder, and any unenforceable clause or portion of this Release shall be severed there from without affecting the validity of the remainder.

12. This Release shall be governed and controlled by the laws of the State of Colorado and jurisdiction with respect to any proceeding having to do with this Release, or the Trip, is vested in the District Court, Gunnison County, Colorado.

13. This Release will enure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, personal representatives, and assigns.

I UNDERSTAND THAT THIS IS A LEGAL DOCUMENT AND THAT BY SIGNING IT (AND/OR BY CLICKING ON THE BME RIDES WEB PAGE TO AGREE TO IT) I AM GIVING UP MY RIGHT TO SUE OR OTHERWISE MAKE ANY CLAIM AGAINST THE RELEASED PARTIES. I HAVE READ THIS ENTIRE DOCUMENT CAREFULLY. I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS. I HAVE HAD THE OPPORTUNITY TO REVIEW THIS RELEASE WITH AN ATTORNEY OF MY OWN CHOOSING. I AM OF LAWFUL AGE AND COMPETENT TO EXECUTE THIS RELEASE.

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I have read and agree to the Terms & Conditions on the BME Rides website.

BME Rides Trip: _____

ADULT Printed Name: _____

Date of Birth: _____

ADULT Signature: _____ **Date:** _____

Address: _____