

# Flat Rock Ranch Comfort, Texas Bike Ranch Liability Waiver

**Mountain biking is a hazardous experience or activity with varying surface and environmental condition.** It is different than road bicycling in that it is done on partially improved or unimproved trails and roads, as well as on naturally rugged terrain. In consideration of receiving permission to enter upon the property, Flat Rock Ranch, of the owners the Dreiss Family, the undersigned/participant hereby releases and discharges and forever acquits Flat Rock Ranch and owner and their respective officers, directors, servants, employees, and agents of any and all liability claims and demands including all attorney fees incurred in defense there of arising out of whether expressed or implied of Flat Rock Ranch or the owners and their respective officers, agents, servants, and employees while at Flat Rock Ranch arising out of or as a result of the undersigned participating in any activity of any type on Flat Rock Ranch including but not limited to mountain biking. This liability release shall be binding upon the assignee, distributors, heirs, next of kin, and administrators of undersigned and may be pled by Flat Rock Ranch and the owners as a complete bar and defense against any claim, demand, action, or cause of action by or on the behalf of the undersigned.

**By signing this liability release the participant hereby acknowledges and expressly represents that:**

1. Participant is duly aware of the risks and hazards inherent upon entering Flat Rock Ranch and riding mountain bikes on the premises.
2. Participant elects voluntary to enter Flat Rock Ranch and rides a mountain bike on the premises.
3. Participant assumes the duty of knowing the present condition of Flat Rock Ranch.
4. Participant recognizes that Flat Rock Ranch may become more hazardous and dangerous during the time the undersigned is present on Flat Rock Ranch riding his/her mountain bike.
5. By virtue of the participant's presence on Flat Rock Ranch, the participant acknowledges participant is acceptance of the condition of Flat Rock Ranch and all risks attendant thereto. Participant agrees to operate his/her mountain bike only on marked trails.
6. Participant recognizes that falls and collisions with pedestrians, and other mountain bikes and vehicles do occur and assumes all risks and responsibility for such accidents and injuries.
7. I understand **HELMETS ARE REQUIRED** and I agree to wear a helmet at all times. If I sustain any injury as a result of any of the aforementioned risks and hazards, **I AGREE NOT TO SUE** any of the above mentioned.
8. Participant is over 18 years of age and is of sound mind of that he/she is younger than 18 years of age, he/she is accompanied by a parent or guardian who is over 18 years of age and of sound mind who has read the forgoing liability release, understands it and signs it voluntarily. Furthermore the undersigned being at least 18 years of age indemnifies the aforementioned entities against any and all claims which may result from minors participation in the aforementioned activity.

**EXERCISE CAUTION! MOUNTAIN BIKING IS DIFFERENT THAN ROAD BIKING! WHILE RIDING ON FLAT ROCK RANCH YOU MAY EXPERIENCE OTHER BIKES AND VEHICLES, LOOSE GRAVEL, AND DIRT, WET SURFACES, HOLES, DOWNED TMBER AND OTHER OBSTACLES, ON COASTING DESCENTS, SLOW DOWN AND ENJOY YOUR RIDE!**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Age

\_\_\_\_\_  
Date

## **CONSENT AND RELEASE OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_ (child). My child is fit to participate in all physically activities that may occur at Flat Rock Ranch, and I consent to my child's participation. I have read and I understand the above contract. In consideration of allowing my child to participate, I consent to the contract and agree that its terms shall likewise bind me, my child, my heirs, legal representatives, and assignees. I hereby release and shall defend, indemnify, and hold harmless the releases from every claim and any liability that I or my child may allege against the releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my child because of my child's participation in activities at Flat Rock Ranch, whether caused by the negligence of the releasees or others. I promise not to sue releasees on my behalf or on behalf of my child regarding any claim arising from my child's participation in activities at Flat Rock Ranch.

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date