

Household # _____
Pass # _____

BOARD OF COUNTY COMMISSIONERS
Community Services Department • Parks and Recreation Division

MOUNTAIN BIKE TRAILS SAFETY WARNING, RELEASE, INDEMNITY AND WAIVER OF LIABILITY

NOTICE: This form is a Release and Waiver of Liability, Assumption of the Risk, Indemnity, and Parental Consent Agreement in accordance with Section 316.0085, Florida Statutes, which provides a limitation of liability for governmental entities with respect to persons who participate in skateboarding, in-line skating, mountain biking, and freestyle bicycling on governmental property. Be advised that when signed, this form is a contract with legal consequences (hereinafter referred to as "Agreement"). **Please read it carefully before signing.**

TO BROWARD COUNTY: In consideration of the opportunity afforded to me and/or my child/ward named herein to participate in activities conducted at the Mountain Bike Trails, I, the undersigned, on behalf of myself and/or my child/ward named herein, do freely agree to and make the following representations and agreements.

I expressly acknowledge that I have watched the safety warning, been made aware and realize the inherent risks and dangers associated with the activities conducted on the Mountain Bike Trails and the possibility of serious physical and/or mental trauma or injury or death that may result from participation in such activities. I herein knowingly, freely, and voluntarily agree to assume any and all liability for dangers, known and unknown, risks, and social and economic losses associated with such participation. This includes but is in no way limited to some of the following: risks and dangers caused by my own actions or inaction; dangers of collision with spectators, other participants, trees, roots, rocks, and fixed or moving objects; dangers arising from surface hazards, equipment failure, safety equipment, trail and weather conditions.

I do hereby agree to **release, waive, discharge, and covenant not to sue Broward County**, its officers, agents, employees, and volunteers (all for the purposes herein referred to as "Releasees") from any and all liability or claims that may be sustained by me, my child/ward, my heirs, executors, administrators, legal representatives, assigns, and successors (hereinafter referred to collectively as "Successors") for any and all damages, economic and non-economic losses, and any rights or claims that may arise directly or indirectly in connection with my and/or my child/ward's participation in the activity, even if **caused in whole or in part by the Releasees. I further agree to indemnify and hold harmless the Releasees from any and all liability resulting from claims, causes of action or losses sustained by third parties arising out of my and/or my child/ward's actions on the Mountain Bike Trails.**

I agree for myself and Successors that the above representations are binding upon me and are not mere recitals, and that should I or my Successors assert my claim in contravention of this Agreement, I or my Successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudicated liable on such claim for gross negligence. **This contract cannot be amended orally.**

I, the undersigned, on behalf of myself and/or my child/ward named herein, **have viewed the Safety Warning** and have read this Agreement, fully understand its terms, and understand that I, on behalf of myself and/or my child/ward, have given up substantial rights to bring suit against the Releasees by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law and agree that if any portion of this contract is held to be invalid, the balance notwithstanding shall continue in full legal force and effect. By signing this waiver I agree to comply with the Mountain Bike Trail rules listed on the reverse side of this form.

Broward County Mountain Bike Trail Rules and Regulations

- All riders are required to view a safety warning and complete a release waiver at the park office before entering trails. Riders must display a current MBT access card upon entering the trails. Annual and one-day access passes may be purchased at the park office.
- Riding the trails is at your own risk.
- Helmet and gloves required! Full-face helmet and pads are recommended.
- Always ride under control and choose trails well within your ability level:

☺ Green Circle beginner ☐ Blue Square Intermediate

◇ Black Diamond Expert ◇◇ Double Red Diamond Pro/Experts

- Obey all posted trail and caution signs.
- Riding outside of marked trails is prohibited.
- No alteration of any trail or terrain is permitted.
- Mountain Bikes only: Hybrids, non-specific mountain bikes, bike trailers and child seats are not allowed on trails.
- Markham trails are for bike riding only: no pedestrians, pets, horses, motorized bikes or ATVs are permitted. Limited foot traffic permitted on designated Quiet Waters trails.
- Slower riders must yield to faster riders when asked.
- Faster riders must ask slower riders for the right of way.
- Illegal entry/use of trails outside of Park or facility operating hours is trespassing and strictly prohibited. Violations are reported to the local Police Department.
- Trailhead gates are locked at sunset. All riders must exit trailhead gate prior to sunset or they will be locked inside.
- Notify Park management of unsafe situations and conditions needing attention on the trails.
- Report all observed injuries to Park management in main office immediately.
- In the event of a storm, all riders must exit trails when the Lightning Prediction warning horns sound and may not ride until the all-clear signal (three short blasts) is heard.
- No littering--pack it in and pack it out.

Rider Name (*please print*) _____ Date _____

Address _____ Age _____

City, State, Zip _____ Phone _____

Email _____ Emergency Contact _____ Phone _____

Signature of Participant _____

FOR PARENTS/GUARDIAN OF A MINOR 17 AND UNDER: I, a parent/guardian of the above-named minor, understand the inherently dangerous nature of riding in the Mountain Bike Trails. I understand the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby give my permission for my child/ward, **having viewed the Safety Warning**, to participate in the activity and further agree, individually and on behalf on my child/ward, to be bound by the terms of the above Agreement.

Signature of Parent/Guardian of Minor _____