

ANNUAL MEMBERSHIP
DOGWOOD CANYON NATURE PARK
ANNUAL LIABILITY WAIVER AND RELEASE OF FUTURE CLAIMS

*ACTIVITY: BICYCLING (With Participant
Supplying His or Her Own Bicycle)*

***** Please Read Carefully!! *****

NOTE TO PARTICIPANT: YOU ARE SIGNING THIS “ANNUAL LIABILITY WAIVER AND RELEASE OF FUTURE CLAIMS” BECAUSE YOU HAVE PURCHASED AN ANNUAL MEMBERSHIP TO DOGWOOD CANYON NATURE PARK. IN CONSIDERATION OF YOUR MEMBERSHIP, THIS “ANNUAL LIABILITY WAIVER AND RELEASE OF FUTURE CLAIMS” SHALL APPLY EACH AND EVERY TIME YOU ENGAGE THE ACTIVITY OF BICYCLING IN THE PARK ON A BICYCLE NOT PROVIDED BY DOGWOOD CANYON, AND SHALL BE FULLY BINDING ON YOU DURING THE ENTIRE TERM OF YOUR ANNUAL MEMBERSHIP AS INDICATED BELOW.

IF YOU CHOOSE TO RENT A BICYCLE AT DOGWOOD CANYON, YOU WILL BE REQUIRED TO SIGN A SEPARATE “LIABILITY WAIVER AND RELEASE OF FUTURE CLAIMS” EACH TIME YOU RENT A BICYCLE AND RIDE IN THE PARK.

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A LIABILITY WAIVER AND A RELEASE OF FUTURE CLAIMS AGAINST DOGWOOD CANYON FOUNDATION AND DOGWOOD CANYON, LLC. SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. NEITHER DOGWOOD CANYON FOUNDATION NOR DOGWOOD CANYON, LLC GUARANTEES YOUR SAFETY.

THIS ANNUAL LIABILITY WAIVER AND RELEASE OF FUTURE CLAIMS (hereinafter “Annual Release”) is hereby entered into on this _____ day of _____, 20____, between Dogwood Canyon Foundation, Dogwood Canyon, LLC, and their parent companies, subsidiaries, affiliates, officers, directors, employees and agents (hereinafter collectively referred to as “Dogwood Canyon”) and “Participant,” who is the person identified below:

Participant’s Name: _____ Age: _____

Address: _____

Phone: _____ Email: _____

If Participant is under 18, name of parents or guardians: _____

Term of annual membership is one year from the date it is redeemed.

WHEREAS, Participant desires to bicycle at Dogwood Canyon Nature Park on Participant’s own bicycle, which involves the operation and navigation of a bicycle within the Nature Park (hereinafter referred to as “the Activity”). Participant has purchased an Annual membership to the Park and by signing below, agrees to be bound by this Annual Release each and every time Participant engages in the Activity during the Term of Participant’s Annual Membership.

NOW, THEREFORE, in consideration of the use of Dogwood Canyon’s facilities, participation in the Activity itself and other good and valuable consideration, the receipt and legal sufficiency of which being hereby acknowledged, Participant agrees as follows:

SECTION 1: GENERAL ACKNOWLEDGMENTS OF PARTICIPANT.

BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES AND AGREES AS FOLLOWS:

- A. That Participant is required to obey all posted signs and verbal instructions from Dogwood Canyon staff, as a condition of participating in the Activity.
- B. That Participant has no physical or mental condition that precludes him/her from safely participating in the Activity and that he/she is not participating against medical advice.
- C. That Participant has the opportunity to inspect Dogwood Canyon’s equipment and location before any participation.
- D. That if, while participating in the Activity, Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Activity and immediately bring said hazard to the attention of Dogwood Canyon.

- E. That Dogwood Canyon strongly recommends that all Participants wear ASTM-approved safety helmets while operating a bicycle.

NOTE TO PARENTS/GUARDIANS OF MINORS: Bicycling is an unguided Activity in the Park, and although Dogwood Canyon strongly recommends that all riders wear helmets, it shall be *your* responsibility to decide whether *you* will require your child to wear an appropriate helmet or other safety gear while bicycling in the Park.

PARTICIPANTS MUST OPERATE THEIR BICYCLES IN A MANNER THAT ALLOWS THEM TO MAINTAIN CONTROL OF SPEED AND DIRECTION OF IN ORDER TO AVOID HAZARDS SUCH AS OTHER BICYCLISTS, PEDESTRIANS, SEGWAYS, VEHICLES, BRIDGES AND CROSSWAYS. PARTICIPANTS MUST STAY ON DESIGNATED BICYCLE PATHWAYS AT ALL TIMES.

- F. That because Participant has purchased an Annual Membership, he/she will be issued a wristband or lanyard that identifies the Participant to Dogwood Canyon Staff as an Annual Membership holder. Participant shall be required to wear the wristband or lanyard each time Participant engages in the Activity in the Nature Park. In the event the Participant *fails* to wear the wristband/lanyard provided, Participant understands that Dogwood Canyon staff reserve the right to require Participant to sign an additional "Liability Waiver and Release of Future Claims," covering Participant's Activity for that day ("Daily Release"). However, any such Daily Release, shall not otherwise alter, replace or affect this Annual Release or its terms, which shall continue to remain in force and effect, and shall continue to bind Participant each and every time Participant engages in the Activity during the Term of Participant's Annual Membership.
- G. That this Annual Release is a contract, and by signing below and participating in the Activity, Participant is giving up certain legal rights to sue or seek damages or any other compensation from Dogwood Canyon for its negligence in the event of injury or death to Participant while engaging in the Activity, as more fully set forth herein. If Participant is not willing to acknowledge the risks and agree not to sue Dogwood Canyon as set forth herein, he/she should not engage in the Activity.

SECTION 2. WARNINGS AND ASSUMPTION OF RISK. Participant acknowledges and understands that Dogwood Canyon Nature Park is a managed wildlife/wilderness area located several miles from Dogwood Canyon® and that there are inherent elements of risk always present in the Activity despite the taking of all safety precautions. In addition, riding a bicycle is a physical activity subject to inherent risks and the potential for personal injury or death which may be caused by Participant's own actions, actions, negligence or interference of others, weather, terrain, equipment or obstacles and hazards seen or unseen, known or unknown. These risks also include, among other things: vehicular and pedestrian traffic, weather conditions, exposed stones, rock walls, wooden and metal bridges, irregular travel surface, earth, ice, trees or other natural objects and debris, exposed holes, impact or collision with other machines, failure to operate the bicycle in a safe fashion, negligence of others, public attraction, falling, crashing, hitting, bumping, breaking, scraping, cutting and others. Please remember that the path is shared by walkers and trams, so please exercise caution when encountering others on the path. Participant fully accepts any and all such risks.

******WAIVER AND RELEASE OF LIABILITY******

SECTION 3: RELEASE OF LIABILITY AND COVENANT NOT TO SUE: By signing this Annual Release and thereby being permitted to engage in the Activity during the term of Participant's Annual Membership, Participant hereby expressly waives, releases and relinquishes, any and all rights, claims or causes of action that Participant may have or that may arise against Dogwood Canyon for bodily injury, personal injury, mental injury, property damage, death, medical expense and any and all other economic and non-economic losses sustained by Participant, which: (1) arise from or are in any way related to the condition of Dogwood Canyon's premises or the Activity, including but not limited to the use of the Nature Park, the operation and use of any bicycle provided by Participant; and (2) are caused by or result from the NEGLIGENCE of Dogwood Canyon; including any such claims brought by any person or entity claiming by or through Participant.

Participant further covenants and agrees that he/she will not sue Dogwood Canyon or assert any claims against it for any alleged NEGLIGENT acts or omissions, arising out of or in any way related to the condition of Dogwood Canyon's premises, Participant's participation in the Activity or the condition of the bicycle itself. Participant agrees to indemnify and hold Dogwood Canyon harmless from any and all liabilities, settlements, expenses, and costs, including reasonable attorneys' fees, incurred by Dogwood Canyon in defending against claims, suits, etc. arising from Participant's participation in the Activity.

SECTION 4: PUBLICITY: Participant hereby grants permission to Dogwood Canyon to publish, in any form, photographs or other type of media, Participant while involved in the Activity and agrees that Participant is not due any payment from Dogwood Canyon for publishing the photographs or other media.

SECTION 5: ENTIRE AGREEMENT--MISSOURI LAW, JURISDICTION AND VENUE--PARTIAL INVALIDITY: This Annual Release constitutes the final and entire agreement between Dogwood Canyon and Participant concerning the Activity and his/her participation in same. Participant agrees that Missouri law shall exclusively govern the interpretation, construction and enforcement of this Annual Release, which is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri. Participant also agrees that the sole proper jurisdiction and venue for any and all claims and/or disputes of any kind, arising from the undersigned's participation in the Activity and/or the enforcement or interpretation of this Annual Release, shall be in the Circuit Court of Taney County, Missouri (or in the event any legal action is originally filed in or removed to Federal Court, sole proper venue shall be in United States District Court for the Western District of Missouri, Southern Division). If any portion of this Annual Release is found to be void, invalid, or unenforceable, it is agreed that the remaining portions shall remain in full force and effect.

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BY SIGNING BELOW, THE PARTICIPANT (PARENT/GUARDIAN IF PARTICIPANT IS A MINOR) WARRANTS THAT HE/SHE HAS READ AND FULLY UNDERSTANDS THE TERMS OF THIS ANNUAL RELEASE AND ACKNOWLEDGES THAT THIS ANNUAL RELEASE INCLUDES A WAIVER AND RELEASE OF LIABILITY AND FURTHER AFFIRMS THAT HE/SHE SIGNS THIS DOCUMENT VOLUNTARILY AND OF THEIR OWN FREE WILL, WITH THE INTENT TO BE BOUND BY THE FOREGOING TERMS AND CONDITIONS EACH AND EVERY TIME PARTICIPANT ENGAGES IN THE ACTIVITY DURING THE TERM OF PARTICIPANT'S ANNUAL MEMBERSHIP.

Participant Signature: _____ Date _____

Printed Name: _____

Parent or Guardian Signature: _____ Date _____

Printed Name: _____