GREEK PEAK HOLDINGS LLC. MOUNTAIN RESORT

2000 NYs Rte. 392 Cortland NY 13045

WARNING AND EXPRESS ASSUMPTION OF RISK AGREEMENT
PLEASE READ CAREFULLY/THIS MAY AFFECT YOUR LEGAL RIGHTS

1. Express Assumption of Risk

I have read and agree to obey the Greek Peak Holdings LLC Mountain Biking Rules & Regulations at all times. I understand that mountain biking involves significant risks of serious injury or death. Some of these inherent risks of mountain biking include, but are not limited to: activity-related risks (bike failure; falls; collisions with bikers, stationary or other objects; loss of control of the bike; loss of balance; over-exertion; dehydration; becoming lost or separated from the group); environmental-related risks (exposure to cold or elements; heat-related illness; trees; rocks; tree stumps; logs; roots; loose gravel or sand;, holes; depressions; uneven, steep, or slippery terrain; falling or fallen limbs; encountering wild animals; bee stings, ticks or other insects; snakes; poisonous plants; being caught in a sudden change in the weather; being away from immediate emergency medical care); and other risks (inappropriate or negligent actions of co-participants; participant overestimating his/her capacity; weather conditions, or participant ability; faulty or malfunctioning equipment; inappropriate shoes or clothing of participant). **I agree that all Mountain Biking is to be done on the clearly existing and marked trails only. No Mountain Biking is to be Done off-trail, on ski slopes or in closed areas, or non- Greek Peak Holdings LLC property**. I also acknowledge that I have received a copy of the Greek Peak Holdings LLC Mountain Biking Official Rules and Regulations. _____ (Initial)

2. Participation of Minor

I am the parent or guardian of the minor on whose behalf I have signed this agreement. I have explained the risks inherent in mountain biking to my child in an age appropriate manner and he/she has acknowledged that he/she understands and accepts those risks._____ (Minor's initial)

3. Right of Privacy Release

I agree to the photographing, filming, or videotaping of my appearance while visiting Greek Peak and the reproduction of such materials by Greek Peak Holdings, LLC and its corporate affiliates for Greek Peak's marketing materials ("Materials").

I agree that Greek Peak Holdings, LLC is, and will be, the sole owner of all rights in and to the Materials and the reproductions thereof. Greek Peak Holdings LLC shall have the right, among other things, to reproduce the Materials one or more times for any and all lawful purposes, including the promotion of Greek Peak Holdings LLC's business. Greek Peak Holdings LLC shall also have the right to use my name, portrait, picture and biographical material for such purposes.

I agree to hold Greek Peak Holdings LLC and any third parties harmless against any liability, loss or damage, including reasonable attorneys' fees caused by, or arising from, the photographing and reproduction of my appearance for the Materials.

4. Effect on Legal Rights

I have read this agreement carefully and understand its contents. I have read this agreement to my child and he/she has acknowledged that he/she understands its contents. I am aware that the agreement includes an express assumption of risk. I understand that this agreement may affect legal claims for damages in the event of death of any injury to me or my child. I acknowledge that any questions I or my child may have about this agreement or the risks inherent in participating in mountain biking at Greek Peak have been answered to my and my child's satisfaction. I have signed this document of my own free will.

5. Controlling Law/Venue

I agree that the terms of this agreement are binding on me and my child and shall be governed by the laws of the State of New York. I also agree that any legal action relating to my or my child's participation in mountain biking at Greek Peak, our presence at Greek Peak, or this agreement will be brought in the New York State Supreme Court, County of Cortland, or the United States District Court for the Northern District of New York.

_____	_____	
Print Participant's Name	Date	Participants Email
_____	_____	___/___/___
Participant's Signature	Age	Date of Birth

Parent Agreement - Required for Participants Age 18 and Younger

As parent and/or natural guardian of the above-named minor, I hereby give permission for my child or ward to participate in the aforementioned activities. I have read and understand the above ASSUMPTION OF RISK AGREEMENT, and on my behalf and on behalf of my child or ward, I agree to all terms contained therein. I have read and explained those risks and responsibilities to my child in an age appropriate manner and he/she has acknowledged that he/she understands and agrees to accept them.

_____	_____	
Print Legal Parent/Guardian's Name	Date	Parent's Email

_____
Parent's Signature