

**Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (“Release”)
By Signing this Document You Will Waive or Give Up Certain Legal Rights Including
The Right to Sue or Claim Compensation Following an Accident**

PLEASE READ CAREFULLY

To: French Lick Resorts & Casino, LLC; Blue Sky Casino, LLC, French Lick Casino Properties, LLC; Blue Sky Resorts, LLC; their parents, subsidiaries, affiliates and any of their officers, directors, members, managers, shareholders, employees, agents and representatives all of whom are collectively referred to as the Releasees.

DEFINITIONS:

In this Release, the term “mountain biking” shall include all activities, events, services or use of the facilities provided, arranged, organized or conducted by the Releasees including but not limited to: cycling, bike descents, mountain bike tours, bicycle camps, use of the Buffalo Trace Trails, bicycle skills training, use of the trails and roads, guided mountain biking activities, races, competitions, demonstrations and events, orientation, and instructional courses and sessions.

ASSUMPTION OF RISKS:

Injuries are a common and an expected part of mountain biking. Mountain biking at the French Lick Resort takes place on steep and rugged terrain and features that are both physically and technically challenging and will expose the rider(s) to many risks, dangers and hazards. These risks include but are not limited to: changing weather conditions; mechanical or equipment failure; falls; loss of balance; high speed and inclines; extreme variation in terrains including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; constructed features such as bridges, ramps, ladders, bumps beams, jumps and drops; collisions with natural and constructed objects, other mountain bikers, vehicles, pedestrians, spectators, officials, encounters with domestic and wild animals including dogs and cats; negligence of other riders or users of the premises; and **NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE ON THE PART OF RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.**

SAFETY:

I have been advised to wear an approved helmet and other protective equipment such as elbow/forearm and knee/shin armor when riding the Buffalo Trace Trails. Use of a helmet is mandatory on the trails.

COMPETITIONS:

I acknowledge that the risks, dangers and hazards of Mountain Biking are increased during races, competitions and contests due to the competitive nature of the activity and the fact that there are other participants on the course.

I HAVE READ THE ABOVE RELEASE OF LIABILITY AND ACKNOWLEDGE THAT THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING ARE INHERENT TO THE SPORT. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LEGAL PROCEEDINGS THAT MAY ARISE AS A RESULT OF MY USE OF THE BUFFALO TRACE TRAILS.

Signature

Signature of Parent/Guardian (If Under 18)

Printed Name

Printed Name

Date

Date