

**Waiver of Liability and Assumption of All Risks**  
**For Participants Age 18 and Over**  
**\* Please Read Carefully \***

**Summary:** Prior to using Ray’s indoor mountain bike park in Milwaukee, Wisconsin, you are free to elect one of the following options: (1) sign this Waiver and pay the standard admission fee or (2) do not sign this Waiver and pay the premium admission fee. By signing this Waiver, you are agreeing not to sue Ray’s Indoor Mountain Bike Park, LLC (“Ray’s”) or any other person for any claims that may arise from your use of this facility. You assume sole responsibility for injuries or damage you may sustain arising from admission to this facility, as further detailed below.

**1. You Are Solely Responsible for Your Safety.** Bike riding, including doing jumps and stunts on your bike, and riding on skinnies, teeter totters and various other structures and apparatus at our indoor mountain bike park, is an inherently dangerous activity that can result in injuries, damage to property, and other losses. By signing this Waiver, you acknowledge these dangers and assume all risks associated with the use of this facility, including risks arising from your conduct (either as a participant or spectator), the design of the course, the conduct of Ray’s and its employees, the conduct of other participants, and the conduct of persons who own or control the premises.

**2. You Agree to Not Hold Ray’s Responsible.** In exchange for the privilege of engaging in the inherently dangerous activity of bicycling at this facility or observing such activity, you agree to release Ray’s, any person whom Ray’s has agreed to indemnify, and their employees, agents, and affiliated companies from any liability that may arise from your presence at this facility. This release applies, for example, to injuries or damages related to your conduct, bicycle and equipment, the conduct or equipment of other participants, the design of the course, the condition of the course and facility, and the conduct of Ray’s and its employees, even if such conduct by Ray’s or its employees is negligent.

**3. Related Promises.** You acknowledge that you have read this Waiver and that you understand its contents. You further agree that this Waiver will continue in full force and effect and shall apply to all of your future visits. You further represent that your signature below is made of your own free will, after having an opportunity to inspect the course and consider your alternatives, which include not using this facility or using this facility without signing the Waiver and for the premium admission fee. You agree that any lawsuits related to this Waiver or the facility shall be filed, and exclusively litigated, in the Circuit Court for Milwaukee County, Wisconsin.

Participant’s Name: \_\_\_\_\_ Date: \_\_\_\_\_

<p><b>Option #1: Sign here and pay the standard fee:</b></p>  <hr/> <p><b>I agree to be bound by the terms of this Waiver and the promises made above.</b></p>	<p><b>Option #2: Check here <input type="checkbox"/> if you choose to pay the premium admission fee and not sign this Waiver.</b></p>
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