

**RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

BY AGREEING TO THE TERMS OF THIS DOCUMENT YOU WILL WAIVE
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

TO: SKYLINE HOTELS AND RESORTS, INC., and their respective directors, officers, employees, agents, volunteers, independent contractors, representatives, successors and assigns and the manufacturers and distributors of the Rental Equipment and their respective directors, officers, employees, agents and representatives (collectively hereinafter referred to as the "RELEASEES")

AS PART OF MY CONSIDERATION FOR THE USE OF THE RELEASEES' RENTAL EQUIPMENT AND RESORT PREMISES AT ANY AND ALL TIMES DURING THE 2011 BIKE SEASON, I AGREE TO THE FOLLOWING TERMS:

1. DEFINITIONS

"Cycling", includes riding on double track, single track or downhill trails, as well as any other terrain and refers to mountain biking, road riding or racing, both on a set course or otherwise, and any other use of the premises using a bike, or using the Rental Equipment in any capacity whatsoever.

2. ACKNOWLEDGEMENT – BICYCLE SAFETY

I acknowledge that I have been advised to wear a helmet while cycling. **NOTE: By law riders under 18 are required to wear a helmet.**

3. RENTAL EQUIPMENT: REPRESENTATIONS AND WARRANTIES CONCERNING SIZING, CARE AND USE

I am familiar with the proper use of the Equipment, including all quick release mechanisms, brakes and gear shifters. I understand that the rental technicians are able to answer any questions I may have concerning the proper use of the Equipment.

4. I accept full responsibility for the care of the Equipment and I agree to pay for any damage to the Equipment and to replace at full retail value any Equipment not returned.

5. ASSUMPTION OF RISKS

(a) **Helmet Rental:** I understand that helmets are intended to help reduce the risk of serious head injury, however cannot completely eliminate or prevent this risk. I understand that helmets do not prevent traumatic head injury or injury to the wearer's face, neck or spinal cord and that full face helmets may in fact increase the risk of neck or spinal cord injuries.

(b) **Protective Equipment Rental:** I understand that protective equipment is intended to help reduce the risk of injury, however cannot completely eliminate or prevent this risk.

6. I am aware that participation in Cycling involves many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of bicycles; loss of balance; difficulty or inability to control one's speed and direction; variation or changes in the cycling terrain including holes, depressions, loose gravel, rocks, mud, creeks, etc.; the use of lifts; impact or collision with lift towers or other structures or objects used in connection with cycling; impact or collision with pedestrians, motor vehicles, other cyclists or racers, spectators or course officials; impact or collision with trees, tree stumps, forest deadfall, rocks, or other natural or man-made objects on or adjacent to the cycling terrain; collision with other natural or man-made features or falls from improper use of such features; encounters with wildlife; travel on highways and back-country roads; becoming lost or separated from the guides or instructors or other course participants. I am also aware that the risks, dangers and hazards referred to above exist throughout the terrain used for cycling and many are unmarked.

7. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CYCLING, AND 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. I ALSO ACCEPT RESPONSIBILITY FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY PARTICIPATION IN CYCLING.

8. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees permitting me to rent the Equipment and permitting my use of their property, cycling trails, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree:

(a) TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury including death, or expense that I may suffer, or that my next of kin may suffer, either directly or indirectly, as a result of my use of the Equipment and my participation in Cycling and my use of the Resort premises and facilities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c.O.2, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CYCLING;

(b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the Releasees resulting from my use of the Equipment and my participation in Cycling and my use of the Resort premises and facilities;

(c) That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

(d) This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction;

(e) That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario; and

(f) In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Cycling, or my use of the Equipment, other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I voluntarily agree to the terms of this agreement releasing Skyline Hotels and Resorts Inc from Any and all liability.

SIGNATURE OF RENTER

DATE

SIGNATURE OF PARENT OR GUARDIAN (IF RENTER IS A MINOR)

DATE