

This Assumption of Risk, Waiver of Liability, and Indemnification Agreement

("Agreement") is dated as of the Effective Date, which is the last date identified below, between Open Trail trading as Burlish Bike Park and by the undersigned in its own capacity ("Adult Participant"), and, if minor ("Child Participant") is named in the signature block on the booking form, on behalf of and, as parent or legal guardian for Child Participant (collectively "Participant"), to and for the benefit of the Protected Parties (as defined below). As valid consideration for entry into the premises and participation in the activities (as defined below) with Burlish Bike Park, including any of those activities that may occur in, about, or from the premises located at Burlish Woodland (the "premises") or any other premises run by Open Trail wherever located, the undersigned agree as follows:

1. Nature of Activities. Burlish Bike Park is a Mountain Bike/BMX Facility, which offers customers the opportunity to participate in a number of biking related activities. It is important that the participants know that these activities are active and vigorous and consequently, involve some risks of injury that are inherent to the activity. Even though Open Trail has developed rules and policies that focus on safety IT IS IMPOSSIBLE TO ELIMINATE ALL RISK AND POSSIBLITY OF INJURY.

2. Types of Risks. Some of the activities available at Burlish Bike Park include cross country trail, jump trails and dual slalom. There are inherent risks in participating in the activities.

3. Types of Injuries. Open Trail feels that it is important that the participants understand the three types of injuries that can occur. First is the common minor injury. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions and contusions. The second type of injury is serious injury. Example of serious injuries are broken bones, ligament and joint injuries, concussions and eye injury. These are rare but do occasionally occur. The third type of injury is catastrophic injury. Some examples of catastrophic injury are brain injury, paralysis, heart attack and death. Even though the likelihood of such an injury is very remote, we feel that the participants should be aware of all possibilities.

4. Assumption of Risks. I, the adult participant, on behalf of myself or as the parent and/or legal guardian of the child participant, if applicable, have read and understood the above paragraphs and this agreement in their entirety, acknowledge that the activities contain inherent risks which vary with the activity, understand the demands of the activities relative to participant's physical condition and skill level, and I, the adult participant, on behalf of myself and as the parent and/or legal guardian of the child participant, if applicable, appreciate the types of injuries that may occur as a result of the activities and their potential impact on our safety, wellbeing, and lifestyle. Adult participant hereby asserts that my participation is voluntary, and that participant assumes all inherent risk with the activities. I agree that I will follow the Burlish Bike Park Rules at all times. I agree to check my bike and equipment as per the Mountain Bike Checklist at the start of the day, before each run and after any crash. I understand that I must always wear a helmet whilst using the facilities and that a full-face helmet, body armour and gloves are highly recommended.

5. Release of Claims. TO THE FULLEST EXTENT PERMITTED BY LAW, PARTICIPANT (AND ON BEHALF OF HIS OR HER HEIRS, EXECUTORS AND REPRESENTATIVES) HEREBY RELEASES OPEN TRAIL, AND THEIR TRUSTEES, DIRECTORS, MANAGERS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, INSURERS OF ALL OF THEM (COLLECTIVELY, THE "PROTECTED PARTIES") FROM AND AGAINST ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, SUITS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE SOLICITORS'S FEES AND COURT OR OTHER COSTS) RELATING TO, RESULTING FROM, OR ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF (IN WHOLE OR IN PART) ANY BODILY INJURY TO OR DEATH OF PARTICIPANT OR DAMAGE TO OR LOSS OF PARTICIPANT'S PROPERTY (A) DURING OR RELATING TO PARTICIPANT'S PARTICIPAITON, WHETHER ACTIVELY OR PASSIVELY, IN ANY BIKING RELATED ACTIVITIES, USE OF ANY EQUIPMENT, HIRE EQUIPMENT, INSTRUCTION, TRAINING, CLASSES, OBSERVATION, USE OF ANY PORTION OF THE PREMISES, INCLUDING, BUT NOT LIMITED TO, THE PARKING AREA, AND ANY COMPETITION, EVENT, OR PROGRAM SPONSORED BY OR AFFILIATED WITH THE PROTECTED PARTIES (COLLECTIVELY "ACTIVITIES"), (B) OCCURRING IN AND/OR ABOUT THE PREMISES (INCLUDING THE PREMISES) WHERE ANY OF THE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, OR IN TRANSPORTATION TO AND FROM ANY OF THE ACTIVITIES, (C) RESULTING FROM DAMAGE TO, LOSS OF, OR THEFT OF PERSONAL PROPERTY OF PARTICIPANT AND/OR (D) THE RIGHT TO SUE THE PROTECTED PARTIES FOR ANY LOSS SUFFERED BY PARTICIPANT, PARTICIPANT'S HEIRS, EXECUTORS, FAMILY, PARENTS, AND/OR GUARDIANS. THE RELEASE CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES OR PARTICIPANT BUT WILL NOT APPLY TO THE EXTENT ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE WILLFUL MISCONDUCT OF THE PROTECTED PARTIES.

6. Indemnity. ADULT PARTICIPATION (ON HIS/HER BEHALF, ON BEHALF OF CHILD PARTICIPANT, IF ANY, AND ON BEHALF OF EACH SUCH PARTICIPANTS HEIRS, EXECUTORS AND REPRESENTATIVES) AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE PROTECTED PARTIES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, LIENS, JUDGEMENTS, SETTLEMENTS, PROCEEDINGS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE

SOLICITOR'S FEES AND COURT OR OTHER COSTS) OF ANY NATURE WHATSOEVER FOR OR RELATING TO DEATH, BODILY INJURY OR PROPERTY DAMAGE RESULTING FROM, RELATING TO, OR CAUSED BY (WHETHER IN WHOLE OR IN PART) ANY OF THE FOLLOWING MATTERS (WHICH NECESSARILY INCLUDE ALL CLAIMS THAT DO OR MAY BELONG TO THE CHILD PARTICIPANT); (I) PARTICIPANT'S ACTS, OMISSIONS OR PRESENCE ON OR ABOUT ANY PART OF THE PREMISES OR OTHER PREMISES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE, (II) PARTICIPANT'S ACTIVE OR PASSIVE PARTICIPATION IN, OR OBSERVANCE OF, ANY OF THE ACTIVITIES; AND (III) PARTICIPANT'S USE OF ANY FIXTURES, EQUIPMENT OR PERSONAL PROPERTY IN, ON OR ABOUT PREMISES OR OTHER PREMISES WHERE ACTIVITIES ARE TAKING PLACE, CONDUCTED, OR PERFORMED BY PARTICIPANT OR ANYONE ELSE. THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF ANY SUCH INJURY OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF THE PROTECTED PARTIES OR PARTICIPANT, BUT WILL NOT APPLY TO THE EXTENT ANY SUCH INJURY OR DAMAGE IS CAUSED BY THE WILLFUL MISCONDUCT OF THE PROTECTED PARTIES.

7. Dispute Resolution/Waiver of Jury Trial. In the event, any dispute arises under this Agreement and/or from participant's use of the premises or participation in the activities, the participant shall engage in good faith efforts to mediate a settlement prior to filing a demand for arbitration. Should the dispute not be resolved by mediation, Open Trail and the participant agree that all disputes, controversies, or claims arising out of the participant's use of the premises or participation in the activities shall be submitted to binding arbitration before and in accordance with the United Kingdom Law then in effect. PARTICIPANT ALSO WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY CLAIMS ARISING FROM USE OF THE PREMISES OR PARTICIPATION IN THE ACTIVITIES.

8. Acknowledgments by Participant. Participant makes the following acknowledgments on behalf of the Adult Participant and Child Participant and acknowledges that the Participant would not be granted access to the premises or the ability to participate in the activities but for these acknowledgments:

- The Child Participant and Adult Participant possess a sufficient level of skill and physical fitness for safe participation in the activities. Participant also agrees to attempt only activities that participant feels he/she can perform safely. Further, participant agrees to stay in the areas that will not place participant in undue danger.
- Neither Adult Participant nor the Child Participant has any health problems that would not allow them to participate in the activities.
- Open Trail recommends the participant receive medical clearance from participant's doctor prior to participation in the activities.
- Open Trail may administer to participant emergency aid, CPR, and use an AED (defibrillator) when deemed necessary by Open Trail
- Open Trail/Burlish Bike Park may terminate my participation when it determines me to be incapable of safely participating in the activities.
- Participant agrees to obey all safety rules which participating at Burlish Bike Park and alert the staff to any rules violations or dangerous behaviour of other participants.

9. Authority. As the parent or legal guardian of the Child Participant, the undersigned represents to the Protected Parties that he/she has legal capacity and authority to act for and on behalf of the child participant, and further agrees to INDEMNIFY AND DEFEND the Protected Parties from and against all claims or liabilities resulting from or relating to any insufficiency of the undersigned's legal capacity or authority to act for or on behalf of the child participant in the execution of this Agreement.

10. Miscellaneous Terms. Capitalised terms shall have the meaning set forth herein. This agreement constitutes the entire agreement between the Protected Parties and the Participant, supersedes all previous oral or written promises or agreements, and may only be modified in writing. The participant further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the United Kingdom and that if any portion thereof is held invalid. It is agreed that only the substantive laws of the United Kingdom shall apply.

11. Acknowledgments and Understanding. Participant represents to the Protected Parties that he/she thoroughly understands that this is a complete and final release and indemnity agreements, that he/she is voluntarily entering into this agreement, and that no representations, promises, or statements, if any, made by and of the Protected Parties has influenced participant in causing him/her to sign this agreement. Participant further agrees that there are no oral agreements, representations, promises or warranties that are not expressly set forth in this agreement and that he/she is not relying on any statements or representations of the Protected Parties that are not expressly contained herein. Lastly, participant acknowledges that it has read this agreement in its entirety, fully understands its terms, and understands that he/she is giving up substantial rights herein, including my right to sue. Participant acknowledges that he/she is signing this agreement freely and voluntarily, and intends by participant's signature, to completely and unconditional release the Protected Parties from all liability due to ordinary negligence and the inherent risks of the activities to the greatest extent permitted by the laws of the United Kingdom.