

**AGREEMENT FOR USE OF EQUIPMENT, ACKNOWLEDGEMENT OF RISKS
ASSUMPTION OF RISK, RESPONSIBILITY AND RELEASE OF LIABILITY
PLEASE READ CAREFULLY**

ACKNOWLEDGEMENT OF RISKS: I acknowledge that this tour is an athletic event in which there is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. I recognize the fact that there is an inherent danger in bicycling/hiking/rafting and sailing and that trails, routes, roadways or waterway may contain steep grades and sharp turns and may involve hazards including, but not limited to, uneven or unstable road surfaces, trees, branches, curbs, rocks, stones, gravel, mud, water, oil and/or other objects on the ground or in the roadway/waterway; that weather can create slippery conditions associated with fog drip, heavy rains, sleet, ice and snow; that fog banks can reduce visibility to near zero; that motor vehicles, other bicycles and bicycle riders, equipment failure, the speed at which I travel, and my inability to balance and control the bicycle/boat/raft can pose a dangerous risk to my safety. I realize I may suffer accidents or illnesses in remote places where there are no available medical facilities; and that I should ask about other potential risks, dangers, and hazards and recommended precautions and procedures. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to bicycling/Hiking/Rafting and sail, but are also present for volunteers.

I agree that this AGREEMENT FOR USE OF EQUIPMENT, ACKNOWLEDGEMENT OF RISKS ASSUMPTION OF RISK, RESPONSIBILITY AND RELEASE OF LIABILITY is governed by, and intended to be as broad and inclusive as permitted by the laws of Pennsylvania and that the jurisdiction for any claims is only in The Courts of Common Pleas of Allegheny County, Pennsylvania. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Allegheny County, Pennsylvania before three arbitrator(s).

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I and any minor children for which I am responsible, will engage in, I confirm that I am physically and mentally capable of participating in the activity and/or using equipment involved in the activity. I am familiar with riding a bicycle, hiking, camping and all other activities associated with this event and the risks involved with this activity. I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I participate willingly and voluntarily and assume full responsibility for personal injury, accidents or illness, including death. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur.

As a result of participating in this event and the usage of Steel City Outdoor Adventures, LLC. equipment, I hereby assume all of the risk(s) of loss, damage, all personal injury, accidents and/or illness, and acknowledge that during the activity I may experience fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of an accident. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability form will be used by, Steel City Outdoor Adventures, LLC., it's employees, the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events.

COVENANT OF GOOD FAITH: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities of problems in the group, I accept your right to take such actions for the safety of myself and/or other participants.

AUTHORIZATION: I hereby authorize and consent to any medical treatment that may be deemed advisable and necessary in the event of any injury, accident, and/or illness while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services, as may be incurred on my/our behalf.

USE OF STEEL CITY OUTDOOR ADVENTURES, LLC. BICYCLE, TENTS AND OTHER EQUIPMENT: bicycle, tents and other equipment are due back at the end of each event. Late returns are subject to fees. Participants assume full responsibility for the bicycle and any other equipment used or included in the event. Participants agree to compensate Steel City Outdoor Adventures, LLC or the provider of such equipment, at the full retail value, for damages and/or theft of equipment during event. Steel City Outdoor Adventures, LLC. is not responsible for participants who incur equipment malfunction (i.e., flat tire, tent leaks) during the event. Upon request, extra bike tubes and tools can be provided to participants for use during the event. Steel City Outdoor Adventures, LLC. will do its best to resolve any malfunctions, but this service is not guaranteed.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me/us including my (our) traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Steel City Outdoor Adventures, LLC., its principles, directors, officers, agents, employees, representatives, and agents, the even holders, event sponsors, event volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether cause by the negligence of releases or otherwise. (C) Freely and voluntarily assume the risks of using the equipment and/or participating in the event. I acknowledges that he/she has executed this AGREEMENT FOR USE OF EQUIPMENT, ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK, RESPONSIBILITY AND RELEASE OF LIABILITY in order to use the Equipment and/or participate in the event.

I understand that at this event or related activities, I may be photographed. I agree to allow my/our photo, video or film, likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.

The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

ALL PARTICIPANTS HAVE READ AND AGREE TO STEEL CITY OUTDOOR ADVENTURES, LLC.'s GENERAL INFORMATION AND POLICIES.

I HAVE READ THE FOREGOING AGREEMENT FOR USE OF EQUIPMENT, ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK, RESPONSIBILITY AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

_____	_____	_____	_____
Print Participant's Name	Age	Signature (If under 18 years old, Parent or guardian must also sign)	Date

PARENT OR GUARDIAN WAIVER FOR MINORS (Under 18 years old) For each participant who is a minor, the adult participant signing on his/her behalf hereby represents and warrants to Steel City Outdoor Adventures, LLC. that he/she is in fact the parent, natural guardian or legal guardian of that minor and possesses full legal authority to release and waive claims, and to covenant not to sue on that minor's behalf. The undersigned guardian, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

By signing this form I am acknowledging that I am at least 18 years of age. By signing for a minor, I am agreeing that I am their parent or legal guardian and am releasing Steel City Outdoor Adventures, LLC. from any claims, lawsuits or responsibilities for that minor. Each of the undersigned has read this AGREEMENT FOR USE OF EQUIPMENT, ACKNOWLEDGEMENT OF RISKS, ASSUMPTION OF RISK, RESPONSIBILITY AND RELEASE OF LIABILITY.

_____	_____	_____	_____
Print Participant's Name	Age	Signature of Parent or Guardian	Date