

AMIATA FREERIDE BIKE PARK

DECLARATION OF ACCEPTANCE/ASSUMPTION OF RISKS AND RELEASE OF LIABILITY

I, the undersigned _____,

born in _____, on (dd/mm/yyyy) ____/ ____/ ____

Resident in (address) _____

Town _____

State _____ Zip Code _____

Telephone number _____

Email _____ on my own behalf

I represent the parent or legal guardian of the child/children participant and I have legal capacity and authority to act for and on behalf of the minor(s). Indicate the name(s), surname(s) and date(s) of birth of the the minor(s):

Hereby

ASKS

to have access to the chairlift after purchasing a bike pass and to ride on the designated downhill trails, in accordance with the Bike Park's rules and its specific areas, local laws and regulations, current legislation and common sense, and

DECLARES

To be informed of the current rules, having read, understood and accepted them fully and unconditionally, as well as of the type of signage in the Bike Park area. To be aware of the possibility of taking group or individual lessons with specialised instructors made available to me. To be in perfect health and psychophysical form, being fit to practice this sport and to possess the technical skills required to perform this discipline

ACKNOWLEDGES and DECLARES for himself/herself and for any of his/her assigns towards the manager of the chairlift (Società Impianti Sportivi Appenninici S.r.l.), the Amateur Sports Club Amiata Freeride, any other subject involved in the Bike Park's organization, including the municipalities wherein trails and facilities are located and any other subject involved, as follows:

1. To be aware of the risks, dangers and hazards associated with mountain biking and to have received this release of liability and the Bike Park's rules;
2. To be aware that access is forbidden to minors under the age of 6 and that in any case, given the intrinsically risky nature of the activity, those exercising parental authority over minors or those accompanying them by proxy from the exercising parental authority, assume all responsibility for any event that may occur to the minor(s) during use, riding, transit and any other activity within and on the Bike Park trails..
3. To have ascertained the type and condition of the trails and to have considered them suitable for one's own level of ability and to have chosen to use the Bike Park's trails and facilities on one's own free initiative and under one's own responsibility, even after having inspected them, assessed the risks in relation to one's own means, abilities and experience and having personally taken a look at the existing limits and prohibitions.
4. To be aware that all appropriate measures have been taken to avoid any damage and therefore to exempt from any liability in the broadest sense for oneself and for one's heirs and assigns, due to any cause whatsoever, the manager of the chairlift (Società Impianti Sportivi Appenninici S.r.l.), the Amateur Sports Club Amiata Freeride, any other subject involved in the Bike Park's organization, including the municipalities wherein trails and facilities are located, and any other subject involved, from any obligation to pay compensation for damages, indemnities, refunds, etc. in case of any injury, whatever its duration, its outcome and its consequences that may happen to the undersigned, or to third parties, during the use, the journey, the transit and any other activity on the trails..

5. To exempt from any responsibility in the broader sense for himself/herself, his/her heirs or assigns the subjects mentioned above from the claims that could be made for whatever reason by third parties during any activity in the Bike Park and in the designated downhill trails, assuming the most complete responsibility for any accidents and consequential direct or indirect damage and injury that may result to the existing facilities, to himself/herself, to third people, to goods and means of third parties, whether they are spectators, members of the organization or whoever else, committing himself/herself to the relative compensations, relieving now and then from any responsibility the manager of the chairlift (Società Impianti Sportivi Appenninici S.r.l.), the Amateur Sports Club Amiata Freeride, any other subject involved in the Bike Park's organization including the municipalities wherein trails and facilities are located, and indemnifying them from any claim for damages that in the same way could be addressed by third parties for the reasons mentioned above, also including drivers of other means of transport among these third parties.
6. To have checked the conditions and shape of his/her own means of transport considering them suitable for the trails and for the activity he/she intends to do
7. To promptly report and to refund for all damages caused to facilities and people arising from my participation in activities as well as to indemnify the above-mentioned subjects involved in the Bike Park's management and organization, for all the expenses and charges they may incur for any reason in my interest.
8. To assume, in this regard, all civil and criminal liability towards third parties or assigns.
9. To be aware that activities in the bike park are dangerous and are not covered by any form of insurance neither for the participant nor for third parties.
10. To be aware that the undersigned has the right to access the Bike Park only because he/she has exempted from liability the manager of the chairlift (Società Impianti Sportivi Appenninici S.r.l.), the Amateur Sports Club Amiata Freeride, any other subject involved in the Bike Park's organization, including the municipalities wherein trails and facilities are located, and any other subject involved, releasing any legal action for compensation and that, failing so, he/she would not have been authorised to access.
11. To be aware that if the undersigned breaks the established rules, or fails to comply with regulations governing the use of facilities and structures or in case his behaviour is clearly dangerous, he will be immediately stopped and the payment(s) made will not be refundable, not even in part.
12. To give the park permission to take and use photographs, video recordings, or other images of the participant taken during activities and use such material for any purpose in promoting and advertising without any further authorization.
13. The undersigned expressly confirms that the foregoing release is valid for all legal purposes and he/she will not take any legal and/or extrajudicial action against the aforementioned subjects and/or their representatives and/or collaborators and/or any other subjects involved in the Bike Park's management and organization, for any damage occurred to his person or his vehicle, including death, during free bike riding, events, races, competitions and any other activity on the Bike Park's trails, and declares that he/she undertakes to indemnify the aforementioned parties in case someone else takes legal and/or extrajudicial action against them in the specific case in which the costs or losses in question are directly or indirectly attributable to his/her presence in the Bike Park's trails and facilities.

I, the undersigned, expressly confirm that the foregoing release is valid for all legal purposes,
I am aware that, through this document, I assign a substantial part of my rights.

I declare and confirm that I have read and understood what is written in the document, the legal implications and all the consequences, before signing it.

DateReadable signature

We specifically approve, according to the Articles 1341 and 1342 of the Italian Civil Code, the above disclaimer clauses, in detail the articles 2,4,5,6,7,8,9,10,11,12,13.

DataReadable signature.....

