

RULES OF THE TRAIL FOR ALL USERS

Do Not Use Trails When Closed. As in never, ever.



Leave No Trace. Stay on the trails; do not cut corners.
The grades created by corners help prevent erosion.



Do Not Alter the Trails. Please refrain from individual trail projects.
Instead, volunteer at the next trail workday.



Take Complete Responsibility for Your Safety. The trails are not an amusement park or a fitness facility. Use at your own risk.



Maintain Control of Your Dog. For everyone's safety, including your dog's.



Only One Earbud. You can't be considerate of others if you can't hear them.



Be Nice, Say "Hi." When you encounter others, be courteous and use common sense.

ADDITIONAL RULES OF THE TRAIL FOR RIDERS

Wear Appropriate Protective Gear. Always wear a modern, mountain-bike-specific helmet suitable for the riding you are doing. Depending on your skill level and the riding you are doing, consider knee pads, elbow pads, a full-face helmet, and other body armor. If in doubt, put it on.



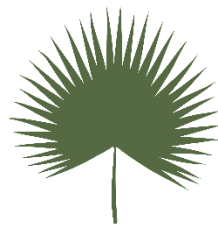
Use an Appropriate Bike in Good Repair. Use a bike appropriate for your skill level and the riding you are doing. Make sure it is in good repair.



Ride Under Control at All Times. Some trails require advanced skills. Never attempt to ride beyond your current abilities and equipment.



Scout Before You Send. The trail is not regularly monitored and is a natural-surface trail that changes daily.



UNDERSTANDINGS, REPRESENTATIONS, AND AGREEMENTS REQUIRED FOR TRAIL USE

By using the trails, you affirm and make the following understandings, representations, and agreements. Additionally, you agree that your use of the trails constitutes adequate consideration for such understandings, representations, and agreements.

For the purposes of this agreement, the term “trails” and phrases such as “using the trails” include not only all trails and paths depicted on the kiosk map and signed with wayfinding signage, but also the portion of the access road used to get to the trailhead area, the trailhead area itself, and all amenities related to your use of the trails and paths.

You understand that

1. travel through a natural environment entails numerous inherent risks, including but not limited to steep slopes, holes, roots, rocks, unstable or slippery surfaces, falling objects such as branches and trees, poisonous plants, dangerous wildlife, and adverse weather conditions (collectively, the “inherent risks”);
2. many of the trails are intentionally designed, constructed, and maintained to provide high levels of physical and technical challenge, which necessarily creates a high risk of significant injury; additionally, the trails are not constantly monitored and repaired, which means the trails are likely to have changed since your last use of them due to usage, erosion, freeze/thaw conditions, trail work (whether authorized or unauthorized), vandalism, or other similar factors (collectively, the “trail risks”);
3. since the trails are open the public (including dogs), you or your property may be injured by the negligence or intentional actions of other trail users or their dogs (collectively, “other user risks”); and
4. injuries and damages that could result include, but are not limited to, physical injuries (including but not limited to serious injury or death), emotional distress, and property damage (collectively, “injuries and damages”); and
5. if you have brought or otherwise induced a legally incompetent person (including but not limited to a minor) to use the trails, you are wholly responsible for their conduct and safety while they are using the trails (collectively, the “legally incompetent users”).

You represent that

6. you are legally competent to agree to affirm these understandings and make these representations and agreements;
7. you have reviewed and fully comprehend these understandings, representations, and agreements;
8. you are voluntarily and willingly using the trails, and thus voluntarily and willingly affirming and making these understandings, representations, and agreements;

9. you are in good health and have the requisite physical fitness, outdoor knowledge, and (if applicable) bike riding experience and skills to use the trails responsibly;
10. you will not engage in trail use while under the influence of alcohol or drugs;
11. you have reviewed and understand the trail map posted at the trailhead and at www.standingboy.org, including but not limited to the difficulty rating system; and
12. you have read, understand, and will abide by all rules of the trail as posted at the trailhead or at www.standingboy.org, and
13. you make affirm these understandings and make these representations not only on behalf of yourself, but also behalf of your legally incompetent users.

You agree that

14. Standing Boy, Inc. ("SBI") shall have no liability whatsoever for injuries or damaged that are related in any way whatsoever to leaving the trails and entering other areas of the premises;
15. SBI shall have no liability whatsoever for injuries or damages related in any way whatsoever to inherent risks or other user risks;
16. any failure to abide at all times by all the Rules of the Trail shall wholly and completely absolve SBI of any and all liability for injuries or damages;
17. SBI constitutes an Owner and use of the trail constitutes a Recreational Purpose under Article 2 of Chapter 3 of Title 51 of the Official Code of Georgia Annotated (Owners of Property for Recreational Purposes) which, very generally, makes Owners only liable for a willful or malicious failure to guard or warn against a dangerous condition, use, structure, or activity on the trails;
18. the inherent risks, trail risks, and other user risks do not constitute dangerous conditions, uses, structures, or activities, because all reasonable trail users expect to encounter inherent risks, trail risks, and other user risks when using a trail;
19. the charge to park your vehicle on the premises is not a charge to use the trails;
20. you release SBI from any and all liability or responsibility for any manner of injuries or damages directly or indirectly related to use of the trails;
21. you indemnify SBI from any all liability and costs, including attorney's fees and costs, in any way whatsoever related to claims by your legally incompetent users;
22. if you make a claim against SBI that is not ultimately successful, whether because the claim is dropped or the claim is defeated in court, you will pay all direct and indirect costs of SBI related to the claim, including but not limited to attorneys' fees;

23. you consent to jurisdiction and venue in Muscogee County, Georgia;
24. your understandings, representations, and agreements bind you, your family members, heirs, administrators, personal representatives, successors, and assigns; and
25. references to "SBI" shall include
 - a. all of SBI's partners, sponsors, donors and other affiliates, including but not limited to the Georgia Department of Natural Resources, the City of Columbus, the Chattahoochee Valley Area chapter of the Southern Off-Road Bicycle Association, and the International Mountain Bike Association;
 - b. the officers, members, employees, volunteers, and other partners of all of the foregoing; and
 - c. the successor and assigns of all of the foregoing; and
26. you make these agreements not only on behalf of yourself, but also behalf of your legally incompetent users.