

EXHIBIT D

Pikes Peak Highway Use Permit, Release of Liability, Waiver and Indemnification Agreement

ACTIVITY: Mountain Bike Tours on Pikes Peak Highway Corridor

ACTIVITY DATES: from _____ thru _____

As consideration to the City of Colorado Springs for the City allowing the Participant to participate in the Activity identifies hereinabove within the Pikes Peak Highway corridor, the Participant does hereby, on behalf of the Participant and the Participant's heirs, assigns, successors, or any person claiming or attempting to exert a claim against the City as a result of Participant's taking part in the Activity, expressly waive, remise and release any claim, right, or cause of action whatsoever which the Participant may have, acquire, or which may accrue in the future against the City arising in whole or in part from or as a result of the Participant participating in the Activity including but in no way limited to physical, mental, economic or emotional injuries or death and the Participant further agrees to indemnify, fend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability whatsoever resulting from , or arising out of, or in connection with the Participant's participation in the Activity. The Participant understands, acknowledges and agrees that his permission does not apply to property outside of the Pikes Peak Highway corridor or to other property owned or operated by the City of Colorado Springs. This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado Home Rule City. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado. The Parties agree that this Agreement shall be deemed to have been made in, and the place of performance is deemed to be in, the City of Colorado Springs, El Paso County, State of Colorado.

_____ this _____ day of _____, 2013.

Participant's signature

Participant's Printed Name Age Date of Birth

Participant's Address: _____

Participant's Phone #: _____

If the Participant is under the age of 18 or legally incapacitated, the Participant's parent or legal guardian must sign below:

_____ this _____ day of _____, 2013

(Signature) _____ Parent _____ Legal Guardian

Printed Name, Parent or Legal Guardian