

### **Participation Agreement, Release and Acknowledgment of Risk**

In consideration of the services of Outfitter Bicycle Tours (OBT), their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that bicycling entails known and unanticipated risks and hazards which could result in physical or emotional injury, paralysis, illness, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of this activity. The risks include but not limited to: falling, collision, upset, striking obstructions or other person, unsafe speed of travel for conditions, equipment failure, weather conditions including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion), dehydration, and highway or roadway vehicles. Furthermore, I acknowledge that OBT seeks safety in their tours and to rent safe, properly adjusted and maintained bicycles, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I acknowledge that I have voluntarily applied for and plan to participate in the tour which I have selected. I have read the tour itinerary. I therefore acknowledge the hazards involved.
3. I acknowledge that I am assuming the responsibility of selecting a tour most appropriate to their physical abilities and interest. I acknowledge that I am in sufficiently good health to undertake the tour without delaying or disrupting the tour or injuring myself. I acknowledge that I may be required to provide a physician's release to participate in the tour.
4. I acknowledge that I am responsible for reading and understanding all pre-tour information and for being properly prepared for the tour. This includes starting the tour with the appropriate clothing, equipment, and other items not explicitly provided by



OBT. I also acknowledge to have an adequate level of athletic and technical skill to participate in the tour which I have signed up for.

5. I will act in a manner appropriate for other members of the tour to enjoy the tour without negative distraction or interruption.
6. Except for OBT's sole gross negligence or intentional acts, I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Also, except for OBT's sole gross negligence or intentional acts, I expressly agree and promise to accept and assume all of the risks existing in this activity, including financial responsibility for any damage caused by me to this rental bicycle (if renting from OBT), excluding normal wear and tear. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
7. Except for OBT's sole gross negligence or intentional acts, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless OBT and affiliates from any and all claims, demands, cost, loss, causes of action, liability, expense, obligation, damage, recoveries, or judgments, including interest, penalties and reasonable attorney's fees ("Claims"), which are in any way connected with my participation in this activity, my use of OBT's bicycles and bicycle equipment or facilities, or the accuracy, adequacy or completeness of the services provided by OBT including any such claims which allege negligent acts or omissions of OBT. Also, except for OBT's sole gross negligence or intentional acts, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless OBT from any and all Claims, which are in any way connected with my participation in this activity or my use of OBT or their affiliate's services and/or equipment, including, but not limited to, the single or tandem bicycle rented from through OBT and any such Claims that allege negligent acts or omissions of OBT or their rental affiliate. By agreeing to this Section 7, I hereby acknowledge that I have read, understand and have had adequate opportunity to secure independent legal advice concerning its meaning and intent and based thereon has agreed to the provisions of this Section 7 as a material provision of this Agreement without which OBT would not agree to provide the services hereunder.



8. If any legal proceeding is necessary to enforce or interpret the terms of this Agreement or to recover damages for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, as well as costs and disbursements, in addition to any other relief to which the prevailing party may be entitled.
9. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume all costs that may be created, directly or indirectly, by any such condition. I acknowledge that I may be required to provide a physician's release to participate in the tour.
10. OBT acts only as an agent for various independent suppliers that provide hotel accommodations, transportation, sightseeing, activities, or other services connected with this tour. Such Services are subject to the terms and conditions of those suppliers. OBT and their respective employees, agents, representatives, and assigns accept no liability whatsoever for any injury, damage, loss, accident, delay, or any other incident which may be caused by the negligence, defect, default, of any company or person in performing these services. Responsibility is not accepted for losses, injury, damages or expenses of any kind due to sickness, weather, strikes, hostilities, wars, terrorist acts, acts of nature, local laws or other such causes. All services and accommodations are subject to the laws and regulations of the country in which they are provided. OBT is not responsible for any baggage or personal effects of any individual participating in the tours/trips arranged by OBT. Individual travellers are responsible purchasing a travel insurance policy, if desired, that will cover some of the expenses associated with the loss of luggage or personal effects.
11. I understand the Released Parties cannot be expected to anticipate or control all of the risks associated with the trip and may need to respond to illnesses, accidents, injuries and potential emergency situations. Therefore, I hereby give my consent for any medical treatment, rescue or evacuation services that may be required (as determined by Outfitter Bicycle Tours staff, contractors, medics, emergency personnel, or other medical professionals) during my participation in the trip with the understanding that the cost of any such treatment will be my responsibility. I, for my heirs, personal representatives or assigns, agree to indemnify and hold harmless the Released Parties



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for any cost incurred to treat me, even if any of the Released Parties has signed medical care facility documentation promising to pay for the treatment due to my inability to sign the documentation. I, for myself, my heirs, personal representatives or assigns, further agree to release, waive, covenant not to sue, and agree to hold harmless for any and all purposes, the Released Parties from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, including injuries sustained as a result of the sole, joint, or concurrent negligence per se, statutory faulty, or strict liability of the Released Parties.

By signing and/or otherwise agreeing to this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against OBT and their affiliates on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by the terms in the entire document.

**Sign:**

**Date:**



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