

Release of Liability and Assumption of all Risks

Please complete pages 2-4 and mail the signed scanned copies

Traveler 1 Name: _____ Destination: _____ Trip date: ____/____/____

Traveler 2 Name: _____ Destination: _____ Trip date: ____/____/____

RELEASE: Art of Bicycle Trips, its employees, tour guides, subcontractors, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively Art of Bicycle Trips) does not own or operate any entity which is going to or does provide goods or services for your trip and any pre or post trip tour or arrangements made by Art of Bicycle Trips including, for example lodging facilities, transportation companies, food service providers, leaders, guides, equipment suppliers, etc. As a result, Art of Bicycle Trips is not liable for any negligent or willful act or failure to act of any such third person, or of any other third party. In addition, I acknowledge that I have voluntarily applied to participate in the trip designated on this application and any pre or post trip tour or arrangements made by Art of Bicycle Trips (or a trip to which I may subsequently transfer). I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: negligence on the part of Art of Bicycle Trips including, without limitation, negligence with regard to bicycle selection or maintenance, in the conduct of the trip, in the advertising of the trip, in the maintenance or operation of any van or other motor vehicle utilized to transport passengers, etc.; uneven terrain and roads, bad weather and negligent or willful operation of motor vehicles, other bicycles or pedestrian conduct, physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, canoe, kayak, bicycle, ski, horseback or other animal, by foot, balloon rides, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; civil unrest; terrorism or the threat thereof; criminal activity; dangers associated with wild or other animals; breakdown or failure of bicycles or other equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; epidemics or the threat thereof, and stolen, lost, or misplaced luggage or property. I hereby agree to be responsible for my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma or death. I acknowledge that the cost of all Art of Bicycle Trips tours is based upon trip participants executing this Release of Liability, Assumption of All Risk, and Arbitration Agreement. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby release and discharge forever Art of Bicycle Trips from and against any and all liability arising from my participation in the trip. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release Art of Bicycle Trips from any and all liabilities to the maximum extent permitted by law.

MEDICAL TREATMENT: While I understand that Art of Bicycle Trips has no responsibility to provide medical care to participants, and makes no offer to do so, I authorize Art of Bicycle Trips, should it be deemed necessary, to obtain or to provide such medical care to me, and/or to transport me to a medical facility. I further agree to pay all costs associated with such care or evacuation whether or not authorized by me. Without limiting any of the foregoing, I expressly waive any claim that I or anyone on my behalf may bring against Art of Bicycle Trips with regard to medical care and the provision or failure to provide such care.

INSURANCE: I understand that Art of Bicycle Trips does not carry or maintain health, medical, or disability insurance coverage for any participant. Each participant is expected and encouraged to obtain his or her own medical or health insurance coverage, and to check with current health insurance provider about coverage while traveling abroad.

MISCELLANEOUS: I understand that Art of Bicycle Trips reserves the right to take photographic or film records of any of its trips and here by agree that Art of Bicycle Trips may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties whom Art of Bicycle Trips may engage, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by Art of Bicycle Trips. I understand that Art of Bicycle Trips reserves the right to refuse as a trip participant, or remove from a trip, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines might detract from the enjoyment of the trip by others. I agree to follow all written and verbal rules of safety presented to me by Art of Bicycle Trips or the leader/guide. Art of Bicycle Trips reserves the right to make route, hotel and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests.

KNOWING AND VOLUNTARY EXECUTION: I have carefully read and fully understand the contents and legal ramifications of this Agreement. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

No additions, deletions or changes can be made to the release form, and signing it is a requirement for joining the trip.

Traveler 1 Signature: _____ Print name _____ Date: ____/____/____

Traveler 2 Signature: _____ Print name _____ Date: ____/____/____

PARENT OR GUARDIAN OF A MINOR: I, as a parent or guardian of the below named minor, here by give my permission for my child or ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms above.

Name of Minor: _____ Signature of Releaser: _____ Date: ____/____/____

Name of Minor: _____ Signature of Releaser: _____ Date: ____/____/____

