

## **Ride Strong Bike Tours' Release of Liability** (must be signed by all participants)

This Release of Liability (the 'Agreement') is being entered into between me and Ride Strong Bike Tours, LLC ('RSBT'). I am submitting this Agreement in connection with my request to participate in the bicycling tour I have selected on my Registration Form (the 'Tour'). In consideration of my participation in the Tour, I, the undersigned, do hereby agree to the following conditions:

### **Releases and Representations**

1. I understand that bicycling requires physical conditioning and I represent that I am in sound medical condition capable of participating in the Tour. I agree I will be solely responsible for (i) my health and safety; and (ii) the condition and adequacy of my bicycle and riding equipment. I will ride safely within the limits of my own abilities, my equipment and the riding conditions.
2. I agree to abide by all verbal and written rules and regulations of RSBT, including the requirement to wear a bike helmet, and obey all traffic laws.
3. I understand the inherent and potential dangers associated with the Tour, adventure travel and foreign travel including, but not limited to, risks associated with transportation, physical requirements, delays, weather, road conditions, vehicular traffic, food or water, altitude, equipment failures, errant or wild animals, lost or stolen property, food poisoning, illness or other medical conditions. I further understand and agree that enjoyment of the Tour is derived, in part, from the potential risks associated with this type of travel and I voluntarily participate in it of my own free will and choice. In choosing to participate in the Tour, I fully accept and assume all risks.
4. Except for some vehicles, I understand that RSBT does not own or operate any entity providing goods and services for our Tour including, for example, ownership or control over hotels or other lodging facilities, restaurants, vans, buses, rental bikes, trains or other transportation services or food services. As a result, RSBT is not responsible for any negligence, willful act or failure to act of any such person or entity.
5. Acknowledging such risk exists, I HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS RSBT, ITS OFFICERS, OWNERS, EMPLOYEES, CONTRACTORS, GUIDES, VOLUNTEERS AND OTHER THIRD PARTY PROVIDERS and successors of all of the above (collectively, 'Releasees') from any and all claims or liability for losses, costs, personal injury or property damage I may suffer directly or indirectly arising out of or relating in any respect to my attending or participating in the Tour. This waiver and release of all claims, demands, action and liability shall include, without limitations, any injury, damage or loss to my person or property which may be (a) caused by any act, or failure to act, by Releasees even if said injury, damage, or loss results from the negligence of any or all of the Releasees; or (b) sustained by me before, during or after the Tour.
6. I agree to indemnify and hold harmless Releasees for all lawsuits, losses, damages, claims, and expenses, including attorney's fees and costs arising from or relating in any respect to my participation in the Tour or my breach of this Agreement. This provision will apply regardless of whether or not the lawsuit, losses, damages, claims, expenses, attorney's fees and/or costs arises out of the negligence of any of the Releasees. I agree that this Agreement 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 Tour and to release Releasees from any and all liabilities to the maximum extent permitted by law.

**Miscellaneous Matters**

7. I understand that RSBT reserves the right to refuse a Tour guest, or remove from the Tour, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines to detract from the enjoyment of the Tour by others. RSBT reserves the right to make route, hotel and trip modifications as required or desirable.

8. This Agreement shall be governed and interpreted in accordance with the laws of the State of California without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located in San Diego County, California, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties hereto.

**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 of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

\_\_\_\_\_  
Signature of Guest

\_\_\_\_\_  
Printed Name of Guest

\_\_\_\_\_  
Date

**For a Minor**

I, as a parent or guardian of the below named minor, hereby 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 set forth above.

\_\_\_\_\_  
Name of Minor

\_\_\_\_\_  
Signature of parent or guardian

\_\_\_\_\_  
Signature of parent or guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date