



BIKE THE BURGH TOURS AGREEMENT – WAIVER – RELEASE OF LIABILITY **part 1**

1. I, the undersigned, know and understand that Bike the Burgh Tours and its related events involve potentially **dangerous activities**. I attend the tour out of my own free will and choice.

I fully accept and assume all **risks**, whether before, during or after the tour. These include, without limitation, physical injury, mental injury, emotional distress, trauma, sickness, illness, death, contact with other participants, equipment failure, inadequate safety equipment, the effects of weather including extreme temperature or conditions, traffic, contact with motor vehicles of all types, collision with other riders or fixed objects, the conditions of the road, negligence of others and participating in events, including those along the route.

All risks are known and appreciated by me and I waive any and all specific notice of the existence of them. I assume and will pay my own medical and emergency expenses in the event of injury, illness, or other incapacity regardless of whether I authorized such expenses.

2. I realize that Bike the Burgh Tours activities require **physical conditioning**. I represent that I am in sound medical condition, capable of participating in the tour without risk to myself or others. I understand that a situation may arise during the tour and its related events which may be beyond the control of the organizers, sponsors or promoters or may arise from negligence by them or others.
3. **I will be solely responsible for the condition and adequacy of the bicycle, safety gear and riding equipment I bring on tour. I do not hold Bike the Burgh Tours responsible to any equipment or safety gear failure that I provide or rent from a 3rd party source. I understand that helmets are highly recommended and should be worn at all times while on this tour.** I will ride safely, within the limits of my own abilities, my equipment, the riding conditions and in a manner so as not to endanger either myself or others.
4. Knowing these facts, I for myself and anyone acting on my behalf, release, waive, discharge, covenant not to sue and agree to indemnify, defend and hold Bike the Burgh Tours, all **affiliated partners, sponsors, participating clubs, communities and organizations, Bike the Burgh Tours officials, emergency and support personnel, volunteers, and their representatives**, harmless from any claims or demands.
5. My waiver and release of all claims, demands, actions and liabilities shall include without limitation, any **injury, damage or loss to my person or property** which may be
- (a) caused by any act, or failure to act, by the above identified persons and entities, including without limitation, their negligence and/or
- (b) sustained by me before, during or after the tour held by Bike the Burgh Tours and its related events. I will abide by all the Bike the Burgh Tours rules and regulations.

Promotional rights

6. I understand that my first name, photograph, voice and/or likeness may be used in promotional or advertising materials of or by Bike the Burgh Tours and its licensees. I consent to such uses and waive any rights of privacy or publicity.

Minors

7. If I am a minor, my parent or legal guardian also is signing on my behalf. We both agree to be bound by the terms of this agreement, waiver and release.

I have read and accept the terms of this agreement, waiver, and release of liability.

Printed Name

Signature

Date