

THE BICYCLE TOUR COMPANY

Release of Liability and Assumption of All Risks

PLEASE BE CERTAIN TO READ CAREFULLY AND INITIAL THIS PAGE AND SIGN THE REVERSE SIDE: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS.*

Names(s): _____

Trip: _____ Trip Date: _____

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

PART I

Assumption of Risk:

I acknowledge that I have voluntarily applied to participate in the trip designated on this application (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: physical exertion for which I am not prepared; forces of nature; travel, horseback, by foot, other form of travel; consumption of alcoholic beverages; civil unrest; terrorism; breakdown of equipment; high altitude; accident; or illness without access to means of rapid evacuation or availability of medical supplies; the adequacy of medical attention once provided; or the negligence (but not the willful or fraudulent conduct) on the part of the Bicycle Tour Company, International/USA, Inc., its employees, officers, agents or others. I acknowledge the enjoyment and excitement of safety of adventure travel is derived in part from inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I HEREBY AGREE TO RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH AND VERIFY THIS STATEMENT.

PART II

Release:

I acknowledge that the cost of all Bicycle Tour Company trips has been based upon trip participants executing this Release of Liability and Assumption of All Risks. Therefore, as a lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE THE BICYCLE TOUR COMPANY, INTERNATIONAL/USA, INC. AND ITS AGENTS AND EMPLOYEES 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 heirs, successors, assigns, and legal representatives, it being my intention to fully assume all the risk of travel and to release the Bicycle Tour Company, International/USA, Inc. from any and all liabilities to the maximum extent permitted by law. I understand that the Bicycle Tour Company, International/USA, Inc. reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the activities.

Initial: _____
1st person 2nd person (if applicable)

I understand that the Bicycle Tour Company, International/USA, Inc. reserves the right to take photographic or film records of any of trips and hereby agree that the Bicycle Tour Company, International/USA, Inc. may use any such photographic of records for promotional and/or commercial purposes as well as approve such use by third parties with whom the Bicycle Tour Company may partner for a joint marketing effort.

I understand that all applications are subject to acceptance by the Bicycle Tour Company, International/USA, Inc. and upon acceptance shall be deemed to have been entered into and to be performed at Kent, Connecticut. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute shall be settled by binding arbitration through the American Arbitration Association at Kent, Connecticut; (b) the dispute will be governed by Connecticut law; and (c) the maximum amount of recovery to which I will be entitled under any and all circumstances will be the land cost of my trip with the Bicycle Tour Company. 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.

Knowing and Voluntary Execution:

I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated under the heading "Conditions" of the current catalog including those regarding cancellation and refund policies. I understand that this is a legally binding and enforceable contract and sign it of my own free will.

Signature (1st Person) Dated 20_____

Print Name

Signature (2nd Person) Dated 20_____

Print Name

Trip Trip Date

(Please initial the reverse side and return both sides of the form.)

Parents or Guardian of a Minor:

I, as a parent of the below named minor(s), hereby give my permission for my child(ren) or ward(s) to participate in the trip and further agree, individually and behalf of my child(ren) or ward(s), to the terms above.

Name of Minor Signature of Releasor Dated 20_____

Name of Minor Signature of Releasor Dated 20_____