

Granfondo Cycling Tours Participant Release Form

Please fax this form to: 1-310-744-0000

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY TOBIAS PANEK, CARRIE PANEK AND GRANFONDO CYCLING TOURS INC. AND THEIR RESPECTIVE EMPLOYEES, EVENT LEADERS, VOLUNTEERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

I hereby freely agree to and make the following contractual representations and agreements. **I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, **THE RELEASEES' OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with cycling. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this tour event, and their respective agents, officials, and employees through or by which the tour will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the tour event, or travel to or return from the tour event. I understand and agree that situations may arise during the tour event which may be beyond the control of the Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and my conduct. I will ride wearing a helmet at all times, one that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I am held financially responsible for any and all rental equipment provided, and it is my responsibility to inspect all equipment before use. I have no physical or medical condition which would endanger myself or others if I participate in this tour event, or would interfere with my ability to safely participate in this tour event. I agree that Granfondo Cycling Tours, the Event Leaders and Releasees are not responsible for providing medical care for participation in any and all tour activities. I understand and agree that in case of medical emergency every reasonable effort will be made to insure the health and well-being of participants by contacting emergency medical personnel. The cost of emergency medical treatment, including transportation, will be the responsibility of the individual participant. The event leader retains the right to disqualify anyone at any time during the tour event if the Event Leader feels it is a medical necessity or in the interest of the safety of the group or any participants. Refunds are not given in such circumstances. Travel Insurance is Highly Recommended. I understand and agree that situations may arise beyond the control of the Releasees that may prevent any special guests, including any professional and former professional cyclists, from appearing on the tour despite any claims made prior to the tour or in the tour itinerary. I agree to allow Granfondo Cycling Tours and affiliates to use any photographs or videos of me or written or oral comments made by me in connection with any advertising or publicity by Granfondo Cycling Tours without compensation. I agree not to distribute, share, recreate, reuse, reproduce or publish, in any manner or medium any materials created by Granfondo Cycling Tours including any trip routes, descriptions or maps.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the tour event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

Signature of Participant

Date

Print Name