

# Ibike Tours

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“Unique Tours To Special Places For Memories of a Lifetime!”

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## VOLUNTARY WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT

**Signed Waiver Condition Of Participation:** I, \_\_\_\_\_, have come to Ibike Tours (Ibike) of my own free will. I understand that this is a legally binding document. I understand that if I do not sign this document, I will not be allowed to participate.

**Assumption Of Risk:** I understand that bicycling and traveling have risks which CAN and sometimes DO result in bodily injury or death to its participants. I understand that I can be injured or killed EVEN IF I DO EVERYTHING CORRECTLY. Nonetheless, I am accepting this risk and release Ibike of all responsibility in order to participate. I certify that I am aware of all of the basic safety rules for such activities.

In consideration of, and as part payment for, the right to participate in such trips and other activities and the services and food arranged for by Ibike and their agents and associates, I have and do hereby assume all of the above risks and will hold them harmless from any and all liability, action, causes of action, debt, claims and demands of every kind and nature whatsoever, which I now have or which may arise in connection with my trip or participation in any other activities arranged for me by Ibike and their agents or associates. The terms hereof shall serve as release and assumption of risk from my heirs, executors and administrators and for all members of my family, including any minors accompanying me.

**No Insurance Coverage:** I understand that Ibike carries no insurance of any kind; no medical insurance, no liability insurance, no property damage insurance and no wage loss insurance. If I am hurt or killed I or my survivors cannot seek compensation from Ibike for any insurance or other payments of any sort.

**Acceptance Of Responsibility For Health & Safety:** I understand that a medical doctor has not been employed by Ibike to determine my physical ability or readiness to bicycle or travel. I have been advised to consult independent medical advice before participating in this program. I agree to be fully responsible for my own training. I release Ibike from any responsibility for my physical condition or my skill as a bicyclist or traveler. I understand that it is not the function of Ibike, the participants, agents or employees to serve as the guardian of my safety. I also understand that I am to furnish my own equipment and that I am responsible for its good operating condition regardless of where I obtain it.

**Photo Release:** I authorize the use by Ibike, or anyone authorized by them, of any and all photographs taken of myself while participating in this program, without further compensation.

**Choice Of Law:** I understand that this agreement shall be governed by, construed and enforced in accordance with the internal laws of the State of Washington, without giving effect to principles and provisions thereof relating to conflict or choice of laws and irrespective of the fact that any one of the parties is now or may become a resident of a different state. Venue for any action under this Agreement shall lie in King County, Washington. The undersigned agrees that if any portion of this agreement is held invalid, that the balance, shall, notwithstanding, continue in full force and effect.

**IBIKE Limited Liability:** I understand that Ibike and/or associated companies give notice that all tickets and coupons issued by them and all arrangements for conveyance or for hotel accommodations are made by them as agents upon the express conditions that they shall not be liable in whole or in part for any delay, injury,

damage, loss, accident or irregularity which may be occasioned either by reason of mechanical defect, failure, negligence or acts of default of any nature by any company or person engaged in carrying the passengers therewith or any hotel proprietor or servant in connection with any accommodations or by any company or person engaged in other service. I understand that Ibike bears no responsibility or liability for the actions of others and circumstances beyond their control; including but not limited to the negligent or criminal actions of others individuals, including other participants in the group, and the physical conditions of the routes and destinations on the program. I understand that Ibike and/or associated companies accept no responsibility and bears no liability for losses or additional expenses occasioned thereby due to: delayed departure or arrival, missed carrier connections, changes in air, rail or other services, loss or damage of property, sickness or injury to person, weather, strikes, war, quarantine or other cause. The passenger contract in use by the carriers concerned when issued shall constitute the sole contract between the transportation companies and the purchaser of these tours and/or passengers. All program itineraries and fares may be affected by alterations in air service or by other causes. The right is reserved to withdraw any program announced and to cancel any program prior to departure. In such cases full refund of all payments shall constitute full settlement with participant.

**Acceptance Of General Terms And Conditions:** I have read and understand the attached page document, "GENERAL TERMS AND CONDITIONS". I accept and agree to be bound by the attached recited "GENERAL TERMS AND CONDITIONS".

**Understanding Of Legal Contract:** I understand that this agreement entitled "VOLUNTARY WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT" is a LEGAL CONTRACT. I have read each paragraph very carefully and made certain that I fully understand what the paragraph says and what I am signing. If I do not fully understand, or do not fully agree to the terms I WILL NOT SIGN it. I understand that I can go elsewhere to bicycle and travel if I do not agree to these terms. I have not been forced in any way to agree to or sign this document, and am doing so because I am willing to accept all risk associated with bicycling and traveling in order to participate on Ibike's program.

I have read and accept the above and attached terms and conditions.

Signature (1) \_\_\_\_\_ Date \_\_\_\_\_

Signature (2) \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of parent / legal guardian, if under 18 year old)