
BICYCLE ADVENTURE CLUB
WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the BICYCLE ADVENTURE CLUB'S programs, related events and activities, I acknowledge, appreciate, and agree that:

1. The risk of injury from many of the activities is significant, including the potential for permanent paralysis and death, and while particular skills, rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** THE BICYCLE ADVENTURE CLUB it's officers, officials, ride directors, ride coordinators, agents, and/or employees, other participants, sponsoring agencies, sponsors and advertisers ("**RELEASEES**"), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE,** to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature

Date Signed

Print Name

Rev 031406

SEPARATE WAIVER REQUIRED FOR EACH PARTICIPANT

BICYCLE ADVENTURE CLUB

APPLICATION FOR RIDE

I apply for the tour named below ("Tour") and acknowledge and agree as follows:

1. I am an experienced touring cyclist over 18 years of age and a BAC member. I have reviewed the description of the Tour and BAC tour policies and I am familiar with the risks of bicycling. I am in good health and in proper physical condition for this ride.
2. The Ride Director or Ride Coordinator ("Tour Leader") has complete authority for the ride, including the right to refuse any application. The Tour Leader has discretion to select a recommended route. Road conditions and signage may have changed since the ride was planned and the recommended route does not guarantee safe riding or security from theft or assault. I am free to choose another route if I wish. I will be riding independently, without supervision or observation and no one is responsible for warning me of common or special hazards. I am responsible for observing and adapting to all traffic conditions, signage and surface conditions. I will obey all traffic laws and will ride carefully and defensively.
3. Neither BAC nor the Tour Leader is responsible for rendering or summoning first aid or medical assistance if I should be injured or become ill. I will notify the Tour Leader if I am injured or if I become ill, but any assistance he or she may provide is as a volunteer with no first aid or medical training. If I am injured or become ill, I agree to rely upon local emergency medical resources, in the same manner as if I were traveling independently. I understand that I am responsible for all medical expenses and that I should have my own medical insurance, including coverage for medical evacuation. I have provided emergency contact information on the BAC website and I will keep that information current.
4. I will provide a bicycle on the tour and I am responsible for maintaining it and repairing it. If the Tour Leader or any other club member assists me with inspecting or repairing my bicycle, they do so as volunteers with no special expertise at inspecting or repairing bicycles. If I borrow tools or am provided with bicycle tubes, tires or parts, I am solely responsible for their use and neither BAC nor the Tour Leader are responsible for the condition of, or for inspecting or warning of defects in tubes, tires or parts.
5. Cooperation is the basis of successful rides, and I will do everything within reason that the Tour Leader requests. If my conduct during the ride is unacceptable to the Tour Leader, the Tour Leader has the right to require me to leave the group with no refund of any monies paid.
6. If I am accepted as a participant for the ride and cancel my application, the BAC Ride Registration fee portion of my deposit is not refundable. The repayment of the balance of my deposit is entirely at the Tour Leader's discretion in accordance with the Tour Leader's cancellation policy. In the event I cancel too late to avoid additional expenses by the Tour Leader over and above the deposit paid, then I may be responsible to the Tour Leader for additional payment.
7. I understand that the quality of lodgings and meals is subject to local conditions of the region or country in which this ride takes place and neither BAC nor the Tour Leader is responsible for any injury, illness, theft, assault or damage which I may suffer as a result of using recommended lodgings or restaurants. I understand that the type and level of services provided by BAC and Tour Leaders are significantly less than the services customarily provided by a commercial tour company
8. I accept all risks of this ride and I release BAC, its Directors, agents and employees and the Tour Leader (collectively "BAC") from any and all damages, claims, debts, demands and liability, foreseen or unforeseen, including without limitation for any illness, injury, theft or assault, arising out of or which I may suffer on this ride. I understand that by signing this agreement and the Bicycle Adventure Club Waiver and Release of Liability I have given up substantial rights. I intend this agreement and that waiver to be a complete and unconditional release of any and all liability of BAC to the maximum extent allowed by law. If any portion of these agreements is held to be invalid, the remainder shall continue to be binding.

Tour

Tour Date

Signature

Date
Signed

Signature (rider #2 if any)

Date
Signed

Print Name

Print Name