

IMAGINE TOURS' RELEASE FORM

Printed Name: _____

Tour: _____

READ THIS RELEASE CAREFULLY BEFORE SIGNING. IT IS A CONTRACT WITH CONSEQUENCES.

In consideration of the acceptance of my application for participation in an IMAGINE TOURS event, I hereby freely agree to and make the following contractual representation and agreements.

I am aware that participation in a bicycle ride or other cycling activities are hazardous activities. I am voluntarily participating in these activities with knowledge of the danger involved, hereby agree to accept any and all risk of injury or death, and verify this statement by placing my **INITIALS HERE:** _____

I understand these risks include, by way of example and not limitation, the following: the dangers of collision with pedestrians, spectators, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions; property damage or loss; and the possibility of serious physical injury, pain, mental trauma or death.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively referred to as "successors" in this document), release, forever discharge and agree not to sue Imagine Tours or any sponsors, together with the assignees, officers, agents, employees, volunteers, and officials or any or all of them and their successors, from any and all liability, claims, loss, cost or expense, including legal fees, but not limited to, those arising directly or indirectly from or attributable in any legal way to, any negligence or other action or omission to act of any such persons or organizations in connection with the sponsorship, organization or conduct of this bicycle event, including travel to or from this event, in which I may participate as a rider, club or team member, official, spectator or volunteer. I hereby waive all such claims which I have now or may hereafter have against the above organizations or persons, however caused.

I agree it is my sole responsibility to follow the route as marked or shown on the supplied map and route instructions. I understand and agree that situations may arise during a ride which may be beyond the control of the organizers of the event and that I must continually ride so as to neither endanger myself nor others. I accept responsibility for the condition, fit and adequacy of my riding equipment. I understand that the organizers have required that I wear an ANSI- or Snell-approved helmet and that the responsibility for wearing or not wearing such a helmet while riding is mine. I have no physical or medical impediment to participation in this bicycle event.

I agree, for myself and my successors, that the above representations and agreements are contractually binding, are not mere recitals, and shall bind me and my successors for this event. I agree that should I or my successors assert any claim or bring any suit in violation of this agreement, I or any of my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such claim or suit. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any provision herein or as a consent to any subsequent waiver or modification.

I have carefully read this release form and fully understand its contents. I am aware this is a release of liability, a waiver of claims and agreement not to sue, and a contract between myself and others described herein, and I sign of my own free will. I verify this statement by placing my **INITIALS HERE:** _____

Signature: _____ Date _____

If participant is under 18 years, parents' signature required