

BOULDER AREA BICYCLE ADVENTURES
Release of Liability, Assumption of All Risks, Arbitration Agreement



I hereby waive, release and discharge Boulder Area Bicycle Adventures, Boulder Outdoor Adventures, Andrea Tollefsrud, or Women on Bikes/Women on Mountain Bikes Programs, its employees, subcontractors, affiliates, officers, subsidiaries, agents, representatives, directors, and assigns (hereafter referred to as Boulder Area Bicycle Adventures), and any other associated organization (including, but not limited to, the City and County of Boulder, Colorado, City of Golden and Jefferson County; Boulder, CO Open Spaces, law enforcement agencies, all public entities, school districts, municipalities, churches, clubs, restaurants/bars, breweries, retail stores/shopping centers, and any employee or associates thereof) from **any and all liability**, causes of actions, suits, debts, contracts, agreements, claims and demands whatsoever as a result of my participation in any bicycle tour, ride, lesson, class, or clinic, OR in any other event held on/within, or sponsored by the abovementioned entities. I agree that this release shall be legally binding upon me personally, my family members and all minors accompanying me, my heirs and their heirs, assigns, executors, administrators, legal representatives, and successors in interest (hereinafter collectively "successors"). _____ (please initial)

I have voluntarily applied to participate in said bicycling tours, events, lessons, classes, clinics, instruction with full knowledge of the many inherent risks and dangers involved in such activities, including but not limited to: Negligence on the part of Boulder Area Bicycle Adventures, negligence with regard to bicycle selection or maintenance thereof, negligence in the operation of any motor vehicle used to transport passengers participating in said tours, rides, lessons, classes, clinics, or any other related events; collision with other bicyclists, pedestrians, motor vehicles, fixed or moving objects; any impact due to falling or crashing, any dangers arising from surface hazards or obstacles, equipment failure, inadequate safety equipment, weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with my participation in all settings, including group or private bicycle tours, lessons, clinics, classes, or any other related events. _____ (Please initial)

I understand that it is my sole responsibility to be familiar with my equipment and all safety and warning aspects of such equipment and accept responsibility for the condition and adequacy of my equipment. I agree to wear a helmet that has passed all safety standards and is in good condition; and at my discretion to wear protective eyewear, gloves, and protective pads, if it is necessary, in order to minimize potential injury or trauma I might sustain from participating in all aspects of group or private bicycle tours, lessons, clinics, classes, or any other related events. _____ (Please initial)

To my knowledge, I have no physical or medical condition which would endanger myself or others OR would interfere with my ability to participate in any bicycling tours, events, lessons, classes, clinics, or instruction. I agree to inform the tour guide or instructor, and any/all of its affiliates, of **all physical health or medical issues of any type which may be of concern BEFORE my participation in any event** held by Boulder Area Bicycle Adventures, Women On Mountain Bikes, Women On Bikes, Andrea Tollefsrud, and I agree that it will be up to the sole discretion of the aforementioned Guide or Instructor, or organization to determine if I may proceed with my participation in the tour, event, lesson, clinic, or class, or instruction _____ (please initial)

I agree, for myself and my successors, that the above representatives are contractually binding, and are not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for the willful and wanton negligence. This agreement may NOT be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification. _____ (please initial)

Name of participant _____ Full Address _____

Signature _____ Date _____ Phone _____

Emergency contact name and phone _____

ATTENTION PARENT OR GUARDIAN OF A MINOR: I, as a parent or guardian of the below named minor under the age of 18 years, having read and understood this entire waiver, do hereby give my permission for my child or ward to participate in any bicycle tour, event, lesson, class, clinic or instruction held Boulder Area Bicycle Adventures, Andrea Tollefsrud, or its affiliates. Further, I agree, individually and on behalf of my child or ward, to the terms stated above. _____ (please initial)

Signature _____ Name of Parent or Guardian _____

Relationship to minor listed above _____