

WAIVER AND RELEASE INFORMATION

Please read, sign below and bring with you the day of the tour. You cannot participate in a Beach Bike Tour without a signed Waiver, Release, and Consent.

I freely acknowledge and realize the danger of participating in a Beach Bike tour and fully assume all risk including, but not limited to, collision with pedestrians, vehicles, other riders and/or other fixed or moving objects or persons, the negligence of other riders and dangers arising from falls and public road or path surfaces, as well as the possibility of physical and/or mental trauma or injury.

I understand that if I leave before or after the tour starting time or travel a course different from the tour route as lead by the guide, I will not receive the services as published or advertised. I further agree to pay all fees associated with my participation in all or part of the event.

I realize that Beach Bike tours requires physical exertion and I represent that I am in sound medical condition capable of participating in the bicycle ride without risk to others or myself. I have no physical or medical impediment that would endanger others or myself. I understand that the law defines a bicycle as a moving vehicle and I agree to follow all traffic laws, signs, rules and regulations. I agree that I will at all times during my participation in the Beach Bike tour adhere to all safety rules and regulations of Beach Bike tour company which includes wearing a helmet at all times while riding a bicycle.

As a responsible adult, I fully recognize that riding a bicycle through the city streets of Virginia Beach with on-street parking and many distractions is inherently dangerous and that accidents can happen at any time and in any place during a tour ride. I am solely responsible for the manner in which I ride. I will NOT use my cellular phone at any point during the tour due to the disruption it may cause to my concentration and the enjoyment of other participants. Additionally, I understand that the use of cameras of any type is strictly limited to tour stops only.

I hereby take action for myself, my executors, administrators, heirs, next of kin, successors to release, indemnify and agree to hold harmless Beach Bike Tours LLC its officers, directors, representatives, employees, agents and participants of and from any losses, costs, damages, claims, demands, rights and causes of action of any kind or nature including attorney fees, and including any and all negligence claims of causes of action, which may arise and which result from illness, personal injuries, property damage, death or of any other damages or injuries, not included herein, occurring during, or as a result of, my participation in the Beach Bike tour.

I agree that I will use good judgment, be self-reliant and stop to request assistance if I am unsure of my ability to complete any segment of the event safely. In the event of any injury or accident, I agree to notify the tour leader, and consent to and permit emergency medical treatment. _____ Initials

I grant permission to the Organizer to take (or cause others to take) photographs and videos of me during the tour, and to use the same for any purpose including but not limited to promoting, advertising and marketing. I acknowledge and agree that any such photographs and videos shall be the sole property of the Organizer and its assigns.

I understand that severe weather or other conditions out of control of tour organizers may cause the tour to be cancelled. In these cases, I understand that all costs I have incurred to attend the tour are not refundable.

I have read and understand the above information, all Beach Bike Tours LLC policies, and I certify my compliance by my initials and signature. I have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and I intend my signature and initials to be a complete and unconditional release of released parties to the greatest extent allowed by law. I agree that this complete Waiver, Release and Consent is binding on my heirs, proxies, representatives and assigns.

Signature: _____ Email: _____ Phone Number _____

Name (print): _____

Date: ____/____/____

Minors: If you are under 18 years old, the following must be signed by your parent or guardian:

I, being the parent or legal guardian of the above entrant, who is under the age of eighteen (18) years, having read and understood this complete waiver, do hereby consent that the above mentioned entrant may participate in any Beach Bike Tours LLC event. I do hereby adopt entirely the above-recited "Waiver, Release and Consent."

Signature: _____

Name (print): _____

Relationship to minor rider listed above _____ Date: ____/____/____

Payment Type: _____

Date/Time: _____

Amount: _____

Helmet _____

Bike #: _____