



Ride Idaho 2018

#### GENERAL RELEASE AND ASSUMPTION OF RISK:

This is a General Release of all claims, an Agreement Not to Sue, an Assumption of Risk, and an Indemnification Agreement (Release) in favor of Ride Idaho, Inc., an Idaho non-profit corporation (Ride Idaho), its employees, volunteers, independent contractors, suppliers, subsidiaries, affiliates, officers, directors, members, successors, agents, assigns, contributors, organizers, any promoting organizations, property owners, law enforcement agencies, all public entities, special districts, properties and their respective agents, officials and employees, and all others who are involved (collectively the Released Parties or, individually, a Released Party) with respect to a bicycle touring ride, including riders, guests, volunteers and other forms of participation, and activities which will occur during the period beginning August 4, 2018 ending August 11, 2018 and those proceeding and precluding (Event).

#### RELEASE, AGREEMENT NOT TO SUE AND INDEMNIFICATION

1. I hereby waive, release, and forever discharge for myself, my heirs, executors, administrators, legal representatives, (including successors), any and all rights and/or claims which I have, may have, or may hereafter accrue to me, and agree not to sue or file any claims of whatever nature against the Released Parties for any and all damages, personal property losses, injuries or claims which may be sustained by me directly or indirectly arising out of my participation in the Event.
2. I hereby agree to indemnify and defend the Released Parties from any and all rights, causes of actions, disputes, liabilities, and claims, including claims arising from the Released Parties' ordinary negligence, which I have or which may hereafter accrue to me, together with any and all damages, including but not limited to my property or my person, which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the Event or any activities incidental thereto wherever or however the same may occur, including travel to or return from the Event.



## ACKNOWLEDGMENTS

1. I have voluntarily applied to participate in the Event. I am voluntarily participating in this Event with the knowledge of the numerous risks and dangers involved. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation.
2. I realize that the Event requires physical conditioning and I represent that I am in sound medical condition. I have no physical or medical impairment that would endanger others or myself. I understand and agree that a situation may arise during the Event that may be beyond the control of the sponsors, promoters, or organizers and agree to ride so as not to endanger others or myself. I understand that Ride Idaho reserves the right to refuse as an Event participant, or remove from the Event, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines to detract from the enjoyment of the Event by others. I agree to follow all written and verbal rules of safety presented to me by Ride Idaho.
3. I have carefully read and fully understand the contents and legal ramifications of this Release as well as all the conditions as stated in the current Ride Idaho information, including but not limited to, those regarding cancellation and refund policies. I understand that exceptions to this policy cannot be made for any reason, including weather, terrorism, civil unrest, personal or medical emergencies. I understand that this is a legally binding and enforceable contract and sign it of my own free will.
4. I have read and understand this Release and agree to its terms. I fully understand that I have given up substantial rights by signing this Release, have signed it freely and without inducement or assurance of any nature, and that it is a complete and unconditional release of liability to the greatest extent allowed by law.
5. I acknowledge that the costs of all Ride Idaho Events are based upon Event participants executing this Release. Therefore, as lawful consideration for being permitted to participate on such Event(s).



I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH, AND HEREBY RELEASE AND DISCHARGE FOREVER RIDE IDAHO FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE EVENT.

I agree that this Release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, executors, administrators, and legal representatives, (including successors), it being my intention to fully assume all the risks associated with this Event and to release Ride Idaho from any and all liabilities to the maximum extent permitted by law.

#### ASSUMPTION OF RISK

I fully assume all risks including, but not limited to:

1. Negligence in any manner on the part of Ride Idaho including, without limitation, negligence in the conduct or arrangement of the Event in any respect from inception to completion, negligence with regard to bicycle selection or maintenance, in the maintenance or operation of any van or other motor vehicle utilized to transport passengers, etc.; physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, canoe, kayak, bicycle, ski, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; civil unrest; terrorism; criminal activity; dangers associated with wild or other animals; breakdown or failure of bicycles, or other equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; and stolen, lost, or misplaced luggage or property.
2. Collision with pedestrians, vehicles, other riders and/or fixed or moving objects, the negligence of other riders, sponsors promoters or drivers, and dangers arising from falls, road and trail surfaces, equipment failure, inadequate safety equipment, weather conditions, exposure to significant risks while engaged in other voluntary activities related to the Event including, but not limited to, dining, transportation by bus, ferry, boat, train or vehicle, or other, swimming, hiking, kayaking, walking to various destinations, as well as the possibility of physical or mental trauma (or injury). I understand that the Event routes require



bicycling on public roadways and secluded negligence of other riders, sponsors promoters or drivers, and dangers arising from falls, road and trail surfaces, equipment failure, inadequate safety equipment, weather conditions, exposure to significant risks while engaged in other voluntary activities related to the Event including, but not limited to, dining, transportation by bus, ferry, boat, train or vehicle, or other, swimming, hiking, kayaking, walking to various destinations, as well as the possibility of physical or mental trauma (or injury). I understand that the Event routes require bicycling on public roadways and secluded trails, and in bad weather, and that cyclists have been hospitalized or died because of mishaps, traffic or other, that are either their responsibility or others' responsibility. I further agree that I will bear all expenses incurred in any such condition. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

## CONSENTS

1. I consent to emergency medical treatment if I am injured. I am aware that volunteer and other personnel who may be called upon, but are in no event obligated or required, to provide assistance, including first aid to me during the Event, will provide medical support for this Event. I consent and authorize any such volunteer to assist me or to perform such assistance as, in the opinion of such persons, may be necessary or appropriate. I understand further that any such medical or other service provided to me is not an admission of liability to provide or to continue to provide any such services and is not a waiver by any of said parties' or the Released Parties' rights under this Release.
2. Although it is not a requirement, I understand that Ride Idaho, for your safety, highly recommends that a bicycle helmet be worn during the event, at all times while operating a bicycle.
3. I understand that Ride Idaho reserves the right to take photographic or film records of any of its Events and hereby agree that Ride Idaho may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom Ride Idaho may engage in joint marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by Ride Idaho to Ride Idaho, or its assigns. Ride Idaho reserves the right to make route, hotel and Event modifications as required or desirable to improve the Event quality and/or to accommodate the comfort and well being of guests.



4. I agree not to use any of Ride Idaho's cycling routes, cue sheets or other Event materials for purposes of organizing any trip, tour or event.

#### GENERAL PROVISIONS

1. I agree that any dispute concerning, relating, or referring to this Release, or any other literature concerning my Event, or the Event itself, shall be resolved exclusively by binding arbitration, according to the Idaho Uniform Arbitration Act and the American Arbitration Association in Boise, ID. I consent to personal jurisdiction in those courts.
2. The above agreements and representations are my express understandings of the risks and I assume these voluntarily and freely without coercion or duress. This Release may not be modified orally and may not be waived in any respect. I accept responsibility for the condition and adequacy of my bicycle, owned or rented, and agree to abide by the rules of the Event as well as other organizational requirements. I am aware of the risks of bicycling and otherwise participating in this Event and voluntarily assume such risks. risks and I assume these voluntarily and freely without coercion or duress. This Release may not be modified orally and may not be waived in any respect. I accept responsibility for the condition and adequacy of my bicycle, owned or rented, and agree to abide by the rules of the Event as well as other organizational requirements. I am aware of the risks of bicycling and otherwise participating in this Event and voluntarily assume such risks.
3. Ride Idaho, its employees, subsidiaries, affiliates, officers, directors, successors, agents, and assigns does not own or operate any entity which provides, or is to provide, goods or services for the Event including, for example, lodging facilities, transportation companies, food service providers, equipment suppliers, babysitters or daycare providers, etc. As a result, Ride Idaho is not liable for any negligent or willful act or failure to act of any such person, or of any other third party.
4. I agree that if any portion of this Release is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

#### SPECIAL ARRANGEMENTS

If special arrangements are required for individuals with disabilities to complete and submit this Release, or if Translation to another language is required, please contact Ride Idaho, (208) 890-4434, no later than July 1st. We will take steps reasonably available to accommodate your request.





Si arreglos especiales son requeridos por personas incapacitadas para completar o someter este documento o si se requiere su traduccion a otra lengua, notifiquese a Ride Idaho en (208) 890-4434 antes de Julio 1st. Tomaremos las medidas razonablemente disponibles para acomodar su solicitud.

Signature of Participant: Date: \_\_\_\_\_

Participant Printed Name: \_\_\_\_\_

Check one:  adult (18 years of age or older)

Under 18 years of age – If under 18, complete below

CONSENT AND RELEASE OF PARENT OR GUARDIAN is required if participant is under 18 years of age on date of signing this Release.

Signature of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: Relationship of Accompanying Adult: \_\_\_\_\_

Signature and Printed name of Accompanying/Supervising Adult while on the ride:

\_\_\_\_\_