

## TOUR CONTRACT AND RELEASE

NAME (Print Clearly)	DATE	MINOR? (Check for Yes)	SIGNATURE <small>(Legal Guardian must sign for minors under 18 years of age)</small>
_____	_____	Under 18? <input type="checkbox"/>	_____
_____	_____	Under 18? <input type="checkbox"/>	_____
_____	_____	Under 18? <input type="checkbox"/>	_____
_____	_____	Under 18? <input type="checkbox"/>	_____

This Contract and Release is entered into on the date above by and between Johnny Love Bike Tours, the adults whose names and signatures appear above, and the minors whose names and whose guardians' signatures appear above (together, said adults and minors are the "Participants").

**IT IS HEREBY AGREED AS FOLLOWS:**

- I. Johnny Love Bike Tours hereby rents to Participants, and Participants hereby rent from Johnny Love Bike Tours, the Equipment provided for the below listed tour.
- II. Participants assume full responsibility for bicycles, other equipment and ancillary items either rented or used for participation in a guided tour (collectively, the "Equipment") and agree to compensate Johnny Love Bike Tours for damages caused to Equipment, excluding normal wear and tear ("Damages"), and for theft, during the tour period and for such time thereafter until the Equipment is returned to Johnny Love Bike Tours, according to the lost equipment price list displayed at the rental counter.
- III. Participants represent they are in sound medical condition and capable of operating Equipment without risk to themselves or others. Participants represent they have no medical or physical impediment which would endanger others or themselves.
- IV. Participants understand that a bicycle is defined as a moving vehicle subject to all traffic laws, signs, rules and regulations, and agree to adhere to said laws and Johnny Love Bike Tours rules and regulations for operation of Equipment. **Use of mobile telecommunications equipment is prohibited while operating Equipment.**
- V. In consideration of being permitted to participate in a tour and/or rent and operate the Equipment, the use of which is hereby acknowledged to be an inherently dangerous and risky activity, each Participant on his own behalf, and on behalf of each minor whose name appears above and with respect to whom the adult Participant is the legal guardian, his heirs, assigns or legal representatives (each of the foregoing is a "Releasor") does hereby release, indemnify, and agree to hold harmless Johnny Love Bike Tours, its officers, directors, representatives, employees, agents, partners and other participants of, for any and all losses, costs, damages, claims, demands, rights and causes of action of whatever kind or nature, and including any and all negligence claims or 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 resulting from participation in a Johnny Love Bike Tours tour and/or rental.
- VI. Johnny Love Bike Tours provides a helmet free to all Participants. For safety reasons, Johnny Love Bike Tours requires that all Participants wear a helmet while riding on a tour.
- VII. Participants consent to and permit emergency medical treatment in the event of injury or illness and accept that any costs incurred with respect to emergency medical treatment will be the responsibility of the Participants.