

**PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK**

1. In consideration of services of Anderson’s Bicycle Rentals, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “ABR”), I hereby agree to release, indemnify, and discharge ABR, on behalf of myself, my children, my parents, my heirs, assigns, person representative and estate as follows:

**The risks include, among other things:** falling, collision, upset, striking obstructions or other persons, unsafe speed of travel for conditions, head injuries, equipment failure, weather conditions including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion), dehydration, and highway or roadway vehicles.

Furthermore, ABR staff have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant’s fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

- 2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ABR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ABR’s equipment or facilities, **including any such Claims which allege negligent acts or omissions of ABR.**
- 4. Should ABR, or anyone acting on their behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- 6. In the event that I file a lawsuit against ABR, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ABR on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Date \_\_\_\_\_

1) Participant Signature: \_\_\_\_\_ Print: \_\_\_\_\_

2) Participant Signature: \_\_\_\_\_ Print: \_\_\_\_\_

Address: \_\_\_\_\_

1) Phone: \_\_\_\_\_ 2) Phone: \_\_\_\_\_

**PARENTS OR GUARDIAN’S ADDITIONAL INDEMNIFICATION**

(Must be completed for participants under the age of 18)

In consideration of 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_ 4) \_\_\_\_\_ 5) \_\_\_\_\_

6) \_\_\_\_\_ 7) \_\_\_\_\_ 8) \_\_\_\_\_ 9) \_\_\_\_\_ 10) \_\_\_\_\_ 11) \_\_\_\_\_

(print minor’s name) (“Minor”) being permitted by ABR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ABR from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

**PROTECTIVE BICYCLING HELMET REFUSAL AGREEMENT**

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Anderson Bike Rentals (hereinafter collectively referred to as "ABS"), that we should purchase and/or wear a properly fitted and secured ASTM certified bicycle helmet while riding bicycles (whether on the premises of Anderson Bike Rentals or off the premises) in order to reduce the severity of some of our head injuries and to possibly prevent my/our death from happening as a result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of ABR, their staff, numerous court cases and ABR's insurance company, we are refusing this critical safety precaution.

**RIDE AT YOUR OWN RISK**

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

**SIGNER STATEMENT OF AWARENESS**

I/we the undersigned, have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.

\_\_\_\_\_  
Signature of Rider (spouse must sign for themselves)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Rider (spouse must sign for themselves)

\_\_\_\_\_  
Date