

## **BIKE A TOUR EL SALVADOR RELEASE OF LIABILITY AGREEMENT**

### **Assumption of Risk**

I understand and accept that riding a bicycle and participating in biking exposes me to many hazards and could entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand that I should be in good physical health to participate in the bike tour. I choose to participate in the bike tour in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of riding this bicycle and participating in the bike tour. I understand the inherent risk involved in using this equipment; accept full responsibility for any and all such damage or injury which may result.

### **Waiver And Release**

In consideration of Bike a Tour El Salvador riding this bicycle, I specifically release and forever discharge Bike a Tour El Salvador and its officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while riding this bicycle and participating in the bike tour. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Bike a Tour El Salvador or its officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release Bike a Tour El Salvador and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Bike a Tour El Salvador or whether based upon breach of contract, breach of warranty, or any other legal theory.

In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in riding this bicycle or participating in the bike tour. I forever release and will have no right to make a claim or file a lawsuit against Bike a Tour El Salvador or its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

**I realize the importance of wearing a helmet and I hereby commit to wearing a helmet at all times while riding the bicycle.**

- I understand that this activity may result in severe injury, including but not limited to spinal or head injury
- I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions
- I understand how to operate the rental bicycle's gears and brakes and that I am capable of operating the bicycle safely on city streets. I also commit to stay on the course lead by the tour guide and to abide by all directions given by the tour guide.
- The undersigned hereby expressly agrees that this release and waiver is intended to be as broad and inclusive as permitted by the laws of the Republic of El Salvador and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

I agree to grant Bike a Tour El Salvador worldwide royalty free license to use my photographic, video, or digital likeness solely for social and / or promotional and / or commercial purposes.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

I declare that I am at least 18 years of age, or older, on the day of the tour.

— Please note that the waiver is pre-signed electronically by confirming your booking prior to payment. —

Full Name \_\_\_\_\_

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature \_\_\_\_\_