

CONCORD BIKE TOURS
LIMITED RELEASE OF LIABILITY AGREEMENT

Assumption of Risk: I understand and accept that riding this bicycle and participating in biking exposes me to many hazards and entails 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 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.

Responsibility For Damage or Loss: Customer agrees he/she will return the equipment in the same good condition as when received, ordinary wear and tear expected, damaged or broken parts or to reimburse Concord Bike tours for said equipment. Therefore regardless of the party at fault, customer understands and agrees to be responsible for the damage to said equipment.

Waiver And Release: In consideration of Concord Bike Tours riding this bicycle, I specifically release and forever discharge Concord Bike Tours 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 Concord Bike Tours or its officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release Concord Bike Tours 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 Concord Bike Tours 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 Concord Bike Tours 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 adjust the seat and quick releases
- Concord Bike Tours staff have answered any questions I have had
- I understand these bicycles do not have visibility enhancement equipment such as reflectors or lights

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 State of Massachusetts 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 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.

Participant's Signature	Printed Name	Date	Age (if under 18)
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Parent or Guardian's Signature (if under 18 years of age)	Printed Name	Date	
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