

***** COLORADO HEARTCYCLE WAIVER AND RELEASE *****

A. WAIVER AND RELEASE

IN CONSIDERATION of the HeartCycle Association, Inc. (HeartCycle) acceptance of my request to train and participate in HeartCycle activities, I hereby release, waive and forever discharge, and agree not to sue or file any claims of whatever nature against HeartCycle, its officers, directors, agents, employees, leaders, committees and members ("Releases") from or for any and all claims or actions of any kind for personal injuries and/or personal property damage which I may sustain as the result of the negligence or other acts, however, caused, by myself or the Releases, during my participation in HeartCycle tours and/or activities. I understand and agree that this Waiver and Release shall be binding on my heirs, personal representatives and assigns.

B. ASSUMPTION OF RISK AND RIDER RESPONSIBILITIES

I ACKNOWLEDGE, agree and represent that I understand the nature of bicycling activities and that I am qualified to participate in such activity. I further acknowledge that the activity will be conducted over public roads and facilities open to the public during the activity and upon which the hazards of traveling are to be expected. 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.

I UNDERSTAND that bicycling is a potentially hazardous activity requiring excellent mental and physical conditioning, and that injuries can occur from accidents or from the negligence or carelessness of others. I am voluntarily participating in these activities with knowledge of the danger involved, and I accept and assume all known and unknown risks which might arise.

I REPRESENT that my mental and physical condition, and the condition of my equipment, is to the best of my knowledge adequate to allow me to safely train for and participate in HeartCycle activities, and that no physician or other qualified person has advised me against training for or participating in such activities. I also consent to permit emergency medical treatment in the event of injury or illness.

I ACKNOWLEDGE that helmets are required to be used by all riders on HeartCycle rides and that it is my duty to obey all laws, ordinances and rules and regulations and Colorado HeartCycle Association, Inc. shall not be required to enforce them on my behalf. If I fail to abide by such regulations, I assume all risk incident thereto.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I UNDERSTAND THAT THIS IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I am over the age of eighteen (18) years, or my parent or legal guardian is signing on my behalf.

C. ACKNOWLEDGEMENT OF REFUND POLICY AND TRIP CANCELLATION INSURANCE

I have read and agree with the "REFUND AND CHANGE POLICY" described in the tour brochure. I have also read the information included in the tour brochure concerning trip cancellation insurance.

Signature: _____ Date: _____

Send this form along with a check made payable to:

Colorado HeartCycle, P. O. Box 100743, Denver, Colorado 80250-0743

