

SPICEROADS

CYCLING

RELEASE OF LIABILITY AND ASSUMPTIONS OF ALL RISKS

SPICEROADS Company Ltd., their employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents and assigns, all of whom are hereinafter referred as **"the Releasees"**.

DEFINITION: In this Release Agreement, the term **"Cycling Tour"** shall include all activities, trips, tours, rides, transfers, events and services organized, provided, arranged, conducted, sponsored, promoted or authorized by the Releasees.

FIT TO PARTICIPATE: I understand that all of the program activities are strictly voluntary and the Releasees does not make a determination of my fitness. I hereby declare that I am reasonably fit to join the Cycling Tour as described in the itinerary received. Failure to disclose relevant information may result in harm to myself and/or to others. I confirm that I have provided all important information to the Releasees pertaining to my medical, mental, and physical condition related to my participation in this Cycling Tour and submitted my complete insurance details. I confirm to bear the costs of all risks that may be created, directly or indirectly, by any medical condition that I may have.

SAFETY: I understand that I need to wear an approved helmet while cycling, follow any directional signals and safety instruction from my Tour Leader/s, to not cycle while under the influence of alcohol, to not use any mobile phone while riding, and to comply with all the applicable municipal and provincial highway laws and traffic regulations. Any infractions are my responsibility, including paying fines, fees or bicycle impoundment costs for retrieving the bicycle/s.

I also understand that blatant refusal or failure to follow safety protocols on my part that may endanger or gravely disturb other riders in the Cycling Tour may lead to removal from the group. Discretion is left entirely to the Tour Leader and the Releasees to determine whether and when removal is appropriate. I also acknowledge the decision of the Tour Leader to not let me participate if I refuse to wear a helmet.

BIKE CARE: I will use the bicycle endorsed to me on this Cycling Tour with care and will report any malfunctions or breakages to my Tour Leader/s immediately. I understand that I am responsible in case of damage or theft of the bicycle while I use it, except in the case that I can demonstrate other's faults with evidence and all necessary information for reimbursement. In case of theft, I will be responsible for reimbursing the Releasees for the original purchase price of the bicycle.

ACKNOWLEDGEMENT OF RISK: I understand that participation in adventure activities such as cycling entails known and unanticipated risks, dangers and hazards including but not limited to: changing weather conditions; mechanical failure of bicycles; loss of balance; difficulty or inability to control one's speed and direction; variation or changes in the cycling surface including slippery surfaces, holes, depressions, loose gravel, etc.; impact or collision with pedestrians, any vehicles or other cyclists; encounters with domestic or wild animals; failing to cycle safely or within one's own ability; food poisoning; forces of nature; civil or political unrest; terrorism; and negligence on the part of the Releasees to take reasonable steps to safeguard or protect me from risks, dangers and hazards of the Cycling Tour. While reasonable measures such as route inspections & safety briefings will be taken, accidents may occur, even without the access to rapid evacuation or availability of medical supplies or services.

I freely accept, acknowledge and fully assume all such risks, danger, hazards and the possibility of personal injury, death, property damage or loss of resulting therefrom. ***If I am a medical expert joining the Cycling Tour and I help on any medical emergencies, I understand that my participation is voluntary and done at my own risk.***

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the Releasees agreeing to my participation in this Cycling Tour and using their services, equipment and other facilities, I hereby agree to waive any and all claims that I have or may have in the future against the Releasees, hold harmless or indemnify, from any and all liability for any loss, damage, expense, injury, illness, delay, trauma, or death, that I may suffer or that my next of kin may suffer, from participating in this Cycling Tour, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, and further including the failure on the part of the Releasees to safeguard or protect me from any risks, danger or hazards.

This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. This shall be governed by and interpreted solely in accordance with the laws of the province where the Cycling Tour takes place and no other jurisdiction; and any litigation involving the parties to this Release Agreement shall be brought solely within the province where the Cycling Tour takes place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering in to this Release of Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Cycling Tour, other than what is set forth in this Release Agreement.

MEDIA CONTENT: I understand that the Releasees reserves the right to take photos or videos of any of its Cycling Tours and hereby agree to own any intellectual property rights and may use/re-use or reproduce in any medium, including but not limited to print, electronic media, or internet, free of charge and without my right to inspection, for promoting and publicizing SpiceRoads Company Ltd. travel products and services worldwide.

I, _____, confirm that I have read and understood this Release Agreement and I accept all of the above clauses and willingly signs this agreement before joining the Cycling Tour.

Date: _____

Signature: _____