

Waiver

PHYSICAL ACTIVITY RELEASE

I, _____ of _____, hereby fully waive and release CMI Tours and its employees, partners, contractors, officers, directors, shareholders, affiliates, agents, representatives, successors and assigns (collectively "Releasees"), from any and all claims, demands, damages, costs, expenses, causes of action ("Claim") in respect of death, personal injury, property damage, property loss or death arising from my participation in the following physical activities: _____ ("activities") notwithstanding any Claim may have been contributed to or occasioned by the negligence of any of the Releasees.

I hereby indemnify and save harmless the Releasees from and against any and all liability incurred by any or all of them arising as a result of or in any way connected to my participation in the Activity.

I hereby voluntarily, at my own risk, sign this Release in sole consideration of being permitted to use the Company's facilities or property.

Disclosure:

1) I declare that I am medically and physically fit and able to participate in Cycling activities. I acknowledge that I must, and I agree that I will, disclose any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage.

2) I acknowledge that CMI Tours relies on information provided by me and that all such information is accurate and complete.

Assumption of risk:

3) I acknowledge that Cycling activities are inherently dangerous. I recognise that there are risks specifically associated with Cycling activities which include, but are not limited to, collisions and contact with other participants and road users, riding on roads which are not or may be closed or partially closed to traffic, the remoteness of the areas in which a ride takes place, sudden and unexpected changes in weather, physical exertion and difficulties in evacuation if I become disabled. I acknowledge that accidents can and often do happen which may result in me being injured or even killed, or my property being damaged.

Safety:

4) I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during any Cycling activity, and I accept full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind-altering substance.

5) I agree to follow any rules set by the CMI Tours in connection with any Cycling activities. In particular, I have been advised to wear an approved helmet at all times during Cycling activities. If I fail to comply with CMI Tours' directions, I will not be permitted to participate or to continue to participate and no refund will be given.

Release and indemnity:

6) In consideration of CMI Tours accepting my participation I: a) release and will release CMI Tours from all Claims that I may have or may have had but for this release arising from or in connection with my participation in Cycling activities; and b) indemnify and will keep indemnified CMI Tours of any Claim by any person: i. arising as a result of or in connection with my participation in Cycling activities. ii. against CMI Tours in respect of any injury, loss or damage arising out of or in connection with my failure to comply with CMI Tours directions.

7) I agree and acknowledge that CMI Tours shall not be liable for any injury, loss or damage I suffer or by any other person arising from or in connection with my participation in Cycling activities, whether such injury, loss or damage was caused directly or indirectly by the negligence of CMI Tours or otherwise, or by CMI Tours' servants or agents.

8) If I suffer any injury or illness, I agree that CMI Tours may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment. Insurance:

9) I understand that I am fully responsible for providing my own medical and travel insurance.

Privacy:

10) I acknowledge that CMI Tours may use my personal information, data and images for the purposes of providing promotional material or otherwise.

I have read and understood the foregoing, and acknowledge my consent to the terms of this Release by signing this Release.

Dated: _____

Name: _____ Address: _____

_____ Telephone: _____

Signature: _____