



## **Cycling Classics Release of Liability and assumption of risk**

### **Required of All Travelers**

Accident, illness and/ or trip irregularities can and do occur, and CYCLING CLASSICS has had enough experience to have sought out and introduced a travel insurance plan which covers at least major portions of such expenses. For peace of mind before and while traveling, we recommend the purchase of travel insurance. A waiver of understanding must be signed if declining insurance. It is further disclosed that in offering any travel arrangements for sale, or in accepting reservations for services, which are not directly supplied by CYCLING CLASSICS, we act only in the capacity of an intermediary agent for the various suppliers or travel services in your itinerary.

Because of its status as an agent, and because it maintains no control over the personnel, equipment, or operations of the ground tour/cruise/hotel operator or of any other travel service suppliers, CYCLING CLASSICS can assume no responsibility for and cannot be held liable for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reason of 1) any wrongful or negligent acts or omissions on the part of the ground tour/cruise/hotel operator or any of the suppliers, 2) any wrongful, negligent, or unauthorized acts or omissions on the part of any employee of the ground tour/cruise/hotel operator or of any of the suppliers, 3) any defect in or failure of any vehicle, equipment or instrumentality owned, operated or otherwise used by the ground tour/cruise/hotel operator or by any of the suppliers, or 4) any wrongful or negligent acts or omissions on the part of any other party not under the control, direct or otherwise, of CYCLING CLASSICS.

Most airlines, tour, cruise, hotel and other travel operators charge a cancellation penalty, the percentage of penalty charged being based on the proximity of the cancellation date to the departure date. We urge you to remain cognizant of such cancellation penalties and we, again, recommend the purchase of trip cancellation insurance, to cover against unforeseen accidents and/ or illness. Likewise, any late changes in travel itinerary you may request us to perform, may be subject to a fee imposed by the travel product operator and CYCLING CLASSICS.

I hereby release CYCLING CLASSICS and its agents and employees from and against any and all liability arising from my participation in this trip. I am aware of the risks involved with bicycling and other outdoor and adventure sports including but not limited to physical exertion, forces of nature, travel via any mode of transport, adequacy of medical facilities, or negligence – not willful or fraudulent – on the part of employees, agents or others of CYCLING CLASSICS. I have voluntarily applied to participate in this tour and all activities occurring on tour or aside from the tour. I agree to be responsible for my welfare, and accept any and all risk associated with activities on tour including bicycle touring or any other activities I partake in while on tour. I understand the terms herein are binding on me, my family members, heirs, successors, assigns, dependants and/ or minors accompanying me, and legal representatives. I also understand CYCLING CLASSICS and its agents has the right to refuse participation by any person judged incapable of tour activities, and for not executing this document or other required pre-trip information. Any dispute arising out of these matters whatsoever shall be resolved in binding arbitration under the laws of the state of Arizona. Any part of this document found to be void or enforceable shall not negate the enforcement of the remainder.

**Signed Guest one:**

**Guest two:**

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Parent / Guardian Signature:**

\_\_\_\_\_  
**Name of Minor:**