

Participant Agreement

Please make sure you read and fully understand our Participant Agreement, Release and Acknowledgement of Risk.

If you have any questions, please feel free to contact a travel representative at 1.781.990.1486

Participant agreement, release and acknowledgement of risk

Participant: _____

Address: _____

Description of Trip/ Name: _____

Date of Activity: _____

I, the above named participant, am eighteen years of age or older and have voluntarily applied to participate in the above identified activity ("Activity")

I am aware that travel, whether by plane, train, auto, boat, automobile, bus, bicycle or on foot contains some inherent risk of illness, injury or death all of which may be caused by negligence of myself or others, physical exertion for which I am not prepared, consumption of alcoholic beverages, forces of nature or other know or unknown agencies. I am aware that medical services and/or medical facilities may not be readily available during some of the time in which I am participating in the Activity. I acknowledge that there may be additional hazards and risks associated with any travel that is involved with the Activity. I recognize that such risks may be present before, during and after my participation in the Activity under the arrangements made by Destination Cycling Inc. and it's affiliated companies, and their employees, guides, officers, directors and agents (collectively referred to as "Destination Cycling").

In consideration of, and in part payment for, the right to participate in the Activity, I have and do hereby fully assume all risks of illness, injury or death and hereby release and discharge Destination Cycling from all actions, claims or demands for damages resulting from my participation in the Activity. I further agree to indemnify and hold harmless Destination Cycling from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional acts or omission while participating in the Activity. I agree that the foregoing obligations shall be binding upon me personally, as well as upon my heirs, executors and administrators.

I certify that I have adequate insurance to cover my needs and the needs of my family and /or dependents as a result of any injury or damage I may cause to suffer while participating in the Activity including, but not limited to trip cancellation insurance, hospital and medical insurance, and personal and liability insurance. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity. I understand that and agree that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that I follow the suggested itinerary at my own risk and agree not to hold Destination Cycling responsible for injury or death resulting from this trip. I agree to wear a bicycle helmet while cycling at all times during the Activity. I agree not to have illegal drugs on my person or in my possession, or to violate any other law,

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Destination Cycling

3 Pleasant Street
Marblehead, MA 01945
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during any part of the Activity.

I understand that Destination Cycling reserves the right to take photographic, video or film records on any of their trips, and I hereby agree Destination Cycling may use such records for promotional and/or commercial purposes without any remuneration to me.

Destination Cycling is not liable for expenses, e.g., meals, transportation or hotel costs not specified as included in the trip cost but that may be required to get to or from a trip start or end.

Destination Cycling is not responsible for additional expenses due to delays or changes in transport or hotel services, sickness, weather, strikes, war, quarantine, government regulations, or any other cause.

Destination Cycling reserves the right to make route and hotel modifications or to withdraw any tour announced without notice and to make alterations and substitutions in the itinerary as necessary to improve the trip quality or to accommodate the comfort, convenience and well-being of the travelers. I understand that Destination Cycling has the right to deny participation to any person deemed unsuitable or unfit to participate in the Activity.

This agreement will be interpreted according to the laws of the Commonwealth of Massachusetts. Jurisdiction over any dispute arising out of this agreement shall be exclusively in the courts of the Commonwealth of Massachusetts. If any portion of this agreement is determined by a court to be null and void, the remaining portions of the agreement shall valid and binding upon all parties.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I acknowledge and that I have carefully read Destination Cycling's general information and Terms & Conditions as posted on website (at <http://www.insidetracktours.com/>) including, but not limited to, it's cancellation and refund policy and I agree to all stated conditions set forth therein.

Executed as an instrument under seal as of the date set forth in the signature below.

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Participant #1

Participant #2

Print Name

Print Name

Sign

Sign

Date

Date