

High Five Pedal Tours™ – Release of Liability and Assumption of Risk

In consideration of the services of High Five Pedal Tours™ their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "High Five Pedal Tours™"), I hereby agree to release and discharge High Five Pedal Tours™, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities involved in the use of any High Five Pedal Tours™ service, both riding and pedaling, and non-riding and non-pedaling related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties.
2. I express, agree and promise to accept and assume all of the risks existing in this activity, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of High Five Pedal Tours™ or its operators. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless High Five Pedal Tours™ from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of High Five Pedal Tours™ equipment and facilities, including any such claims which allege negligent acts of omissions of High Five Pedal Tours™.
4. Should High Five Pedal Tours™ or anyone acting on their behalf, be required to incur attorney's fees at cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bare the cost of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Michigan.
7. I agree to abide by any and all of the rules set forth by the owners and operators of High Five Pedal Tours™.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against High Five Pedal Tours™ on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND IT AND I AGREE TO BE BOUND BY ITS TERMS.

I have been offered a bicycle helmet, and **Choose:** _____ **Do Not Choose:** _____ to wear it. Please initial: _____

Reason why you choose not to wear a helmet: _____

Last Name: _____ First Name: _____ Middle Initial _____

Mailing Address: _____ City: _____ State _____ Zip: _____

Phone: _____ Mobile Phone: _____ Date of Birth ____/____/____

Emergency Contact Name: _____ Emergency Contact Number: _____

Email Address: _____ (Email address will not be shared) Last 4 digits of your SS# _____

Signature of Participant: _____ Today's Date _____

Parent or Guardian Additional Indemnification (Must be completed for participants under the age of 18)

In consideration of _____ (Print Minor's Name) ("Minor") being permitted by High Five Pedal Tours™ to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless High Five Pedal Tours™ of any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____

Print Name: _____ Date: _____