

# Woman Tours, Inc. Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

In consideration of the services of WomanTours, Inc., its respective agents, owners, lessors, shareholders, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "WT"), I hereby agree to acknowledge and discharge WT on behalf of myself, my parents, my children, my heirs, all of my family members, assigns, administrators, wards, personal representatives and estate as follows:

1. **Inherent Risks.** I acknowledge that any form of bicycling entails known and unanticipated risks that could result in physical or emotional injury, death, or damage to me, to property, or to third parties. I understand and acknowledge that the enjoyment of adventure activities - in this case bicycling - is derived in part from inherent risks incurred by travel and activity beyond the accepted safety of life in my normal day to day activities and that these inherent risks contribute to my enjoyment and are an integral reason for my participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I also understand and acknowledge that, while a condition of my participation in a WT trip is that I wear a helmet, failing to use or properly use safety type equipment increases my risk of injury or of not surviving an accident or incident and WT is not responsible for anything that might result from my failure to use or properly use any safety type equipment.

I acknowledge that bicycling and all other activities, hazards and exposures associated with the WT bike tours involve inherent risks which specifically include, but are not limited to the following: bicycle operation may involve equipment failure or the improper operation or use of the bike by the participant. This improper operation or use may include, but is not limited to: the failure to observe and obey all trail or traffic safety rules or instructions given to the participant by WT, the participant failing to be alert to other bikers or other forms of oncoming or following traffic, excessive speed, a participant or rider exceeding or over judging her abilities, a participant or rider placing her feet on the ground while the bike is in motion, participants riding side by side on roads and participants failing to keep proper distance between bicycles. Participants may fail to see or avoid obstacles such as signs, poles, trees or surface hazards like potholes or rocks/sand or unpaved areas or water on the roads, broken pavement or other participants or pedestrians, vehicles, etc. I acknowledge that the areas used by WT for the bike routes include scenery which may cause me to lose my concentration and/or simply not pay attention. I acknowledge that it is my sole responsibility to observe and keep myself familiar with and aware of the WT bike route and where the guides are traveling so that I do not become lost or separated from the guides or other participants. I acknowledge that communication in the areas used by WT can be difficult and in the event of an accident, rescue and medical treatment may not be immediately available. I acknowledge that riders and participants can be jolted, jarred and bounced during rides through rough areas. Participants can slip, trip or fall during trail hiking or time off the bicycles. Accidents can occur getting on and off the bicycles. Exposure to the natural elements while participating in WT trips can be uncomfortable and/or harmful; I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, or hypothermia. I acknowledge that I may encounter rapidly changing weather, dangerous wildlife, insects, etc. As in all activities which are part of the WT bike tours, WT or its staff may misjudge some of these issues.

I specifically acknowledge that WT trips may involve **lodging in unfamiliar** situations which may present "comfort style" issues for which I accept responsibility. I acknowledge that food preparation is an integral part of some of these activities and that I and other participants may be eating in the outdoors or community style environments and that some of the food may not be to my liking; there may be errors in food storage or preparation that could cause my dissatisfaction and/or illness; I acknowledge my responsibility to inform WT of any specific food related allergies. I specifically acknowledge that, in the event I choose to consume alcohol during my trip, I will bear complete responsibility for my self and for any damages I may cause to WT, its property or to other guests. I acknowledge that my time at WT activities may require me to use equipment (IE – rented bicycles, etc.) that I might not be familiar with and will require me to interact with other guests and participants with whom I am also unfamiliar; any of these things can cause my discomfort and stress and have inherent risks. I acknowledge that, despite reasonable care and maintenance, essential equipment may fail, malfunction or cause injury or harm to myself or others. I acknowledge that I could be left alone, unsupervised and/or out of contact with a guide/staff person for extended periods of time. I acknowledge that there are numerous other issues I may encounter, such as campfires and latrine issues which, while they seem open and obvious, also have inherent risks associated with them.

I acknowledge that I may choose to participate in activities that are provided by **other vendors or operators** over which WT has no control. Those activities are incidental to the activities provided by WT and may involve errors in judgment by the other vendors and operators for which WT can bear no liability. I acknowledge that **WT is not a "Common Carrier"** but rather is in the bicycle touring business. Transportation to and from activities is incidental to the activity. Transport and car, bus or van travel in some instances may be provided by WT and/or WT employees and may involve errors in judgment by WT or staff operating the vans, buses, cars or other type transport vehicles. The vehicles and transport trailers may malfunction, break down or be poorly maintained, causing injury, accidents, delays or in the extreme case, death. Transport may be provided by independent contractors to WT and may involve errors in judgment by those independent contractors.

Furthermore, **WT staff have** difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions and/or I as the participant may fail to understand the safety directions due to language issues. I specifically acknowledge that decisions made by staff and participants are often made in wilderness, remote or dangerous settings and may be made based on imprecise, momentary and subjective perceptions so that decisions are subject to errors in judgment that can not and should not be associated with fault at a later point in time. With knowledge of all of these issues:

**By signing this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement, I acknowledge that I AM ULTIMATELY RESPONSIBLE for my own safety during my participation in WT activities.**

2. **Express Assumption of Risk.** As lawful consideration for my being allowed to participate in the activities offered by WT, I expressly agree to accept and assume **all** the risks existing in the WT trip I am attending. My participation in this WT tour is purely voluntary, and I elect to participate in spite of the risks. I expressly agree that this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement is contractual in nature, supported by Idaho law and that I am signing it of my own free will.

3. **Release and Waiver of Rights Including for Claims of NEGLIGENCE.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WT from any and all claims, demands, or causes of action, which are in any way connected with my participation in the WT activities or my use of WT's equipment or facilities, including any such claims which allege negligent acts or omissions of WT.

4. **Indemnity.** As liquidated damages, I agree that, should WT or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless (in other words, pay for...) for all such (defense and indemnity) fees and costs.

5. **Personal Skill & Insurance.** I certify that I have sufficient skill and fitness to participate in the activities offered by WT. I further certify that I have no medical, mental or physical conditions which could interfere with my safety or ability to participate in these activities, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I verify that any and all medical information given to WT is accurate and all pertinent medical conditions have been disclosed; I also agree to inform WT of undisclosed medical conditions that arise prior to participating in the WT activities. I specifically agree to be responsible for all costs associated with medical or emergency rescue or extrication. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs I may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

6. **Medical Issues.** I further agree that, in the event that WT deems it necessary to administer emergency first aid or CPR or to remove me from its activities or to extricate me from the field or from the remote venue in which the activities/rides operate for ANY type of health related reason that, by signing this document, I am giving WT permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the ride or field. By signing this document I am waiving any right to object to or bring any type of action or claim against WT for its administration of emergency first aid or CPR or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about me to any health related person who becomes involved in my care or removal from WT activities or the ride or field.

7. **Photographic Assignment.** I understand that WT reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities it conducts and I hereby agree that WT may use such records for promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by WT.

8. **Release as Contract and Personal Capacity.** I expressly agree and acknowledge that the terms of this Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature, supported by Idaho law and that I am signing this document of my own free will. I expressly acknowledge that I am not under the influence of drugs or alcohol at the time of my signing of this agreement and that there are no other impediments or reasons why I would lack the capacity to sign this document.

9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I file a lawsuit against WT, I agree to do so solely in the State of Idaho, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I agree to submit to the jurisdiction of the Idaho courts. I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy of this agreement/contract can be used as if it were the original. I understand that this document constitutes the entire agreement between myself and WT and that it cannot be modified or changed in any way by representations or statements of any nature (be they vocal, advertising, etc.) outside of this document; in other words, I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this agreement/contract.

**By signing this document, I acknowledge that if anyone is harmed or property is damaged during my participation in this WT activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WT on the basis of acknowledgments and releases I have made in this document.**

**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.**

**Participant Signature:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ Date: \_\_\_\_\_  
E-mail address: \_\_\_\_\_ Phone #: \_\_\_\_\_