

# Guilin Cycling Tours

## RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

I \_\_\_\_\_ acknowledge on my own behalf and on behalf of all other members of my party that **Guilin Cycling Tours** and their employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents and assigns (collectively **Guilin Cycling Tours**) does not own or operate any entity which is, to, or does provide goods or services for your trip including, for example, accommodation, transportation (other than provision of bikes) food or drink, etc. As a result, **Guilin Cycling Tours** is not liable for any negligent or willful act of such suppliers of goods or services or failure to act of any such person, or of any other third party.

I acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip to which I may subsequently transfer). I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: climatic conditions including, excessive heat, fires, humidity or heavy rainfall or flooding, illness, injury, insect bites, food poisoning, animal attacks or criminal attacks, physical exertion for which I am not prepared; forces of nature; travel, whether in civilized or remote area and by plane, train, auto, boat or other conveyance, or on bicycle, horseback, by foot or other form of active or adventure travel; consumption of alcoholic beverages or narcotics; civil unrest; terrorism; breakdown of equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention obtained or provided; or negligence on the part of **Guilin Cycling Tours**.

I agree to follow all written and verbal rules of safety presented to me by **Guilin Cycling Tours**. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL, TRAUMA OR DEATH except where caused negligently or intentionally by Guilin Cycling Tours.

I acknowledge that the cost of all **Guilin Cycling Tours** trips is based upon trip participants executing this Release of Liability and Assumption of All Risks. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby RELEASE AND DISCHARGE **Guilin Cycling Tours** FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP except where liability arises from any intentional or negligent act on their part.

I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my heirs, successors, assigns and legal representatives, it being my intention to fully assume all the risk of the trip and to release **Guilin Cycling Tours** from any and all liabilities to the maximum extent permitted by law. I understand that **Guilin Cycling Tours** reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participation in the activities.

"I understand that wearing a helmet is required on all biking adventures and is non-negotiable. I agree that by refusing to wear a helmet I will not be allowed to cycle and that no refund will be given for not being allowed to ride during the tour."

I understand that **Guilin Cycling Tours** reserves the right to take photographic or film records of any of its trips and hereby agree that **Guilin Cycling Tours** shall own any intellectual property rights in such photographic or film records and may use any such photographic or film records for promotional and/or commercial purposes without any remuneration to me.

I understand and agree to all the above and sign this release of liability willingly.

**Signature**..... **Date**.....

**Full name**..... **Tour**.....

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