

**Wolf Bicycle Tours, LLC, owner of AMBA (Alabama's Magnificent Bicycling Adventure) Release and Waiver of Liability, Assumption of Risk, and Indemnity and Parental Consent Agreement ("Agreement")**

IN CONSIDERATION of being permitted to participate in anyway in AMBA or any activity put on by WBT (Wolf Bicycle Tours, LLC) I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE that I understand the nature of Wolf Bicycle Tours, LLC (WBT) and Alabama's Magnificent Bicycling Adventure (AMBA) specifically and bicycle touring generally ("Activity") and represent that I am qualified, in good health, and in proper physical condition to participate in the Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. Further, I acknowledge and understand that the scope of the activity includes, but is not limited to bicycling, equipment transport, personal transport, food services, sleeping and personal care facilities and arrangements and otherwise.

2. I FULLY UNDERSTAND that (a) THE ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. The foregoing understood, I HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS AGAINST and COVENANT NOT TO SUE, AMBA or WBT, major sponsors, cooperating organizations, and any other parties connected with this event in any way, ("Releasees") singularly or collectively, and further hold harmless and indemnify such Releasees FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS OF NEGLIGENCE, DEMANDS, MISADVENTURE, HARM, LOSSES, INCONVENIENCE OR DAMAGE hereby suffered or sustained as a result of participation in AMBA, or any other activity associated therewith or any event run by WBT. The foregoing notwithstanding, this is NOT a release and waiver of intentional or reckless acts. Such release, waiver, hold harmless and indemnity shall apply to my own claims and /or claims of third parties, relating to my participation in this event. This waiver is made in the state of Alabama, the laws of Alabama govern its terms and any action to interpret or enforce it shall be brought in Lee County in the State of Alabama. IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. I hereby consent to and permit emergency treatment, in the event of injury, illness or death. AMBA and/or WBT reserves the right to decline accepting or retaining any tour participant whose health or actions impede the operation of the tour or welfare of other tour participants. I give full permission for use of my name and photograph, motion pictures, videotapes, recording or other record of this event for any legitimate purpose.

**I HAVE READ THIS AGREEMENT. FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY, WITHIN ITS TERMS, TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

**The undersigned acknowledges having read and agreed to the terms of the foregoing Release and Waiver of Liability agreement. In this regard, the undersigned acknowledges and agrees that if the terms of the agreement are not acceptable the undersigned has the choice and option to forego participation in this voluntary event.**

**I understand and agree to the WOLF BICYCLE TOURS, LLC and ALABAMA'S MAGNIFICENT BICYCLING ADVENTURE Release and Waiver of Liability.**

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street Address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ PARTICIPANTS SIGNATURE: \_\_\_\_\_  
(Only if age 18 or over)

DATE: \_\_\_\_\_

**MINOR RELEASE**

AND I, THE MINORS PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINORS EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINORS ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINORS BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street Address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ PARTENT/GUARDIAN SIGNATURE: \_\_\_\_\_  
(Only if age 18 or over)

DATE: \_\_\_\_\_