

Client Name \_\_\_\_\_

Date \_\_\_\_\_

(Please Print)

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_

**ACKNOWLEDGMENT OF RISKS  
ASSUMPTION OF RISK AND RESPONSIBILITY  
AND RELEASE OF LIABILITY**

There are significant elements of risk in any adventure, sport or activity associated with bicycling (referred to herein as “activity”), and the use of any equipment.

**ACKNOWLEDGMENT OF RISKS:** I recognize the fact that there is an inherent danger in the use of any bicycle and that trails, routes, or roadways may contain steep grades and sharp turns and may involve hazards including, but not limited to, uneven or unstable road surfaces, trees, branches, curbs, rocks, stones, gravel, mud, water, oil and/or other objects on the ground or in the roadway; that weather can create slippery conditions associated with fog drip, heavy rains, sleet, ice, and snow; that fog banks can reduce visibility to near zero; that motor vehicles, other bicycles and bicycle riders, equipment failure, the speed at which I travel, and my inability to balance and control the bicycle can pose a dangerous risk to my safety. I realize that personal property may be damaged or lost, that certain foreseeable and unforeseeable events can contribute to the unpredictability of the risks, dangers, and hazards of the activity; that wearing a helmet is a basic safety precaution; that I may suffer accidents or illnesses in remote places where there are no available medical facilities; that accidents may happen while traveling in airplanes, trains, boats, and vehicles including provided transportation, bicycling and walking, and that I should ask about other potential risks, dangers, and hazards and recommended precautions and procedures.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity which I and any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and/or using equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illnesses, including death. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, “road rash,” and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal bite or attack, insect bite or allergic reaction; shock, paralysis, and/or death; and acknowledge that during the activity I/we may experience fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of an accident.

**COVENANT OF GOOD FAITH:** I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or problems in the group; and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to cycling objectives.

**AUTHORIZATION:** I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

**RELEASE:** In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release Pikes Peak Mountain Bike Tours, LLC, its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

**I HAVE READ THE FOREGOING ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.**

Participant’s Name (printed):

Participant’s Signature:

\_\_\_\_\_

\_\_\_\_\_

Age of Participant \_\_\_\_\_

If Participant is under 18, Parent or Legal Guardian must also sign:

\_\_\_\_\_

## **WEATHER INSURANCE**

Pikes Peak Mountain Bike Tours' "Bike Pikes Peak" expresses no guarantee on the weather conditions for your downhill bicycle tour. The downhill course is 20 miles long from the summit to the finish, therefore, free "weather" insurance is provided at a rate of \$1.00 credit per mile, maximum credit available is \$20.00

We will (almost) always proceed to the summit of Pikes Peak, to determine the weather conditions and evaluate proper starting point of the tour. If weather conditions prohibit us from riding from the summit as scheduled, we will wait one half hour for favorable weather. If suitable weather is not occurring after the waiting period, we will proceed to a lower elevation to find a proper starting point for the tour.

If for any reason you do not ride any portion of the twenty mile course on bicycles, Pikes Peak Mountain Bike Tours will refund you \$1.00 per mile of unriden course, up to a maximum of \$20.00. The remaining portion of your downhill fare is non-refundable. Your downhill credit can be redeemed as follows: Apply credit towards a t-shirt, apply credit toward another tour; receive a credit to your visa/mastercard/discover; receive a company check in the amount of credit due. Please note: NO CASH REFUNDS.

CUSTOMER'S INITIALS \_\_\_\_\_

## **SAFETY CONSIDERATIONS**

FOR YOUR SAFETY, consider if your bicycle riding experience is limited or not current, and decide how that will affect the possibility of damage to yourself. FOR YOUR SAFETY, study the roadway and weather conditions. FOR YOUR SAFETY, decide whether you will feel comfortable coasting down the mountain before you start your ride. FOR YOUR SAFETY, anytime prior to, or during your descent you can stop and ride in Pikes Peak Mountain Bike Tours' escort van for your transportation down the mountain. FOR YOUR SAFETY, personally inspect all parts of the bicycle, you are in the best position to insure the bicycle is safe and in good condition before starting your ride.

The choice to coast down the mountain being entirely my own, I will not hold Pikes Peak Mountain Bike Tours liable for any problems, accidents or claims to myself or others resulting from my decision to coast down Pikes Peak. I accept full responsibility for this downhill adventure/activity and release Pikes Peak Mountain Bike Tours, its employees and agents from all liability resulting from my choice to engage in this downhill bicycle adventure.

CUSTOMER'S INITIALS \_\_\_\_\_

I found out about Pikes Peak Mountain Bike Tours, LLC and its bike rides through:

\_\_\_\_\_ Internet

\_\_\_\_\_ Brochures

\_\_\_\_\_ Visitors guide

\_\_\_\_\_ Friends

\_\_\_\_\_ Newspaper/magazine

\_\_\_\_\_ Other