

Please be certain to read and sign. This is a legally enforceable waiver of rights.

Guest: _____ Trip: **Tour DaVita 2018** Trip Date: **9/22/2018**

BACKROADS, BACKROADS, INC., its and their employees, shareholders, subsidiaries, affiliates, officers, directors, successors, representatives and assigns (collectively BACKROADS) does not own or operate any entity which provides, or is to provide, goods or services for your trip including, for example, lodging facilities, transportation companies, food service or entertainment providers, equipment suppliers, operators of recreational, adventure or other activities (regardless of whether such activities are included as part of the BACKROADS trip itinerary), babysitters or daycare providers, etc. As a result, BACKROADS is not liable for any negligent or willful act or failure to act of any such third person, or of any other third party.

In addition, 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: negligence in any manner on the part of BACKROADS including, without limitation, negligence in the conduct or arrangement of the trip in any respect from inception to completion, negligence with regard to bicycle selection or maintenance, the use, installation or maintenance of any optional or add-on equipment such as pedals, odometers, mirrors, bar ends, etc., in the maintenance or operation of any van or other motor vehicle utilized to transport passengers, etc.; acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, acts of government, strikes or other labor activities; physical exertion for which I am not prepared; negligent or reckless cycling by the participant or others; inability to properly operate a bicycle; forces of nature; weather conditions; transportation failures or the failure of any transportation mechanism to arrive or depart timely or safely, whether by plane, train, auto, boat, canoe, kayak, bicycle, ski, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; terrorism or the threat thereof; criminal activity; bites from or dangers associated with wild or other animals, pests or insects; negligence or willful misconduct by third parties; breakdown or failure of bicycles or other equipment; financial default of any supplier; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; epidemics or the threat thereof; stolen, lost, or misplaced luggage or property; and theft or break-ins into vans, lodging rooms or elsewhere.

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, INCONVENIENCE, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.

I acknowledge that the cost of all BACKROADS trips is based upon trip participants executing this Release of Liability, Assumption of All Risks, and Binding Arbitration Agreement. I agree that this agreement shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release BACKROADS from any and all liability to the maximum extent permitted by law.

MISCELLANEOUS MATTERS: I understand that BACKROADS reserves the right to take photographic or film records of any of its trips and hereby agree that BACKROADS may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom BACKROADS may engage in joint marketing, 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 BACKROADS.

I agree to follow all written and verbal rules of safety presented to me by BACKROADS. I understand that BACKROADS reserves the right to refuse as a trip participant, or remove from a trip, without refund, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other trip participants, leaders or third parties, or who it determines to detract from the enjoyment of the trip by others. BACKROADS reserves the right to make route, hotel, itinerary and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests.

BINDING ARBITRATION: I agree that any dispute concerning, relating, or referring to this Agreement, the brochure, or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing commercial rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) California law without consideration of the California Arbitration Act and will take place in Berkeley, California. Except for trips in California, the California Vehicle Code will be inapplicable to my trip or any claim arising therefrom. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. By agreeing to these terms and conditions, I, as well Backroads, waive our right to a trial by jury.

KNOWING & VOLUNTARY EXECUTION: I have carefully read and fully understand the contents and legal ramifications of this Agreement as well as all the conditions as stated in the IMPORTANT INFORMATION section of the current BACKROADS brochures, including but not limited to, those regarding cancellation and refund policies. Exceptions to this policy cannot be made for any reason, including but not limited to, weather, terrorism, civil unrest, personal, family or medical emergencies. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

This contract is accepted by BACKROADS in Berkeley, California, and cannot be changed in an oral communication. WE CAN ONLY ACCEPT ONE SIGNATURE PER FORM.

Signature _____ Date ___ / ___ / ___ Print Name _____

Parent or Guardian of a Minor: I, as a parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms above.

Name of Minor _____ Signature of Releasor _____ Date ___ / ___ / ___