Silver Wheel Ventures LLC dba Silver Bike Tours ---WAIVER AND RELEASE 2009

HELMETS ARE REQUIRED.

I understand that Silver Wheel Ventures, LLC requires bicycle helmets to be worn by all participants in all sponsored rides while operating bicycles and that there is no exception to this requirement. I agree to wear a helmet at all times during this tour or event while I am riding a bicycle.

1) I realize the dangers of participating in the tour/event for which I have registered and fully assume all risks including, but not limited to, collision with pedestrians, vehicles, other riders and/or fixed or moving objects, the negligence of other riders, sponsors promoters or drivers, and dangers arising from falls, road and trail surfaces, equipment failure, inadequate safety equipment, weather conditions, exposure to significant risks which engaged in other voluntary activities related to the tour including, but not limited to, dining, transportation by bus, ferry/boat, train or vehicle-support or to other-swimming, hiking, kayaking, walking to various destinations, as well as the possibility of physical or mental trauma (or injury). I understand that the tour routes require bicycling on public roadways and secluded trails, and in bad weather, and that cyclists have been hospitalized or died because of mishaps-traffic or other- that are either their responsibility or others' responsibility. I further agree that I will bear all expenses incurred in any such condition. 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.
2) I realize that touring requires physical conditioning and I represent that I am in sound medical condition. I have no physical or medical impairment, which would endanger others or myself.
3) I hereby waive, release, and forever discharge for myself, my heirs, executors, administrators, legal representatives, (including successors), any and all rights and/or claims of whatever nature against the organizers, other sponsors or affiliated organizations and their respective agents, volunteers, officers and employees for any and all damages, personal property losses, injuries or claims which may be sustained by me directly or indirectly arising out of my participation in Silver Wheel Ventures Events and Tours.
4) I consent to emergency medical treatment if I am injured.
5) I agree not to use any of Silver Wheel Ventures cycling routes, cue sheets or other trip materials.
6) I hereby grant Silver Wheel Ventures permission to interview me and/or to use my likeness in photograph(s) /video in any and all of its publications and in any and all other media, whether now known or hereafter existing, controlled by Silver Wheel Ventures, in perpetuity, and for other use by the Silver Wheel Ventures. I will make no monetary or other claim against Silver Wheel Ventures for the use of the interview and/or the photograph(s)/video.

The above agreements and representations are my express understandings of the risks and I assume these voluntarily and freely without coercion or duress. This agreement may not be modified orally and may not be waived in any respect. I accept responsibility for the condition and adequacy of my bicycle-owned or rented- and agree to abide by the rules of the tour related to the wearing of a helmet as well as other organizational requirements. I am aware of the risks of bicycling and otherwise participating in this tour/event and voluntarily assume such risks. I have read and I understand this Waiver and Release and agree to its terms. I fully understand that I have given up substantial rights by signing this waiver and release, have signed it freely and without inducement or assurance of any nature, and that it is a complete and unconditional release of liability to the greatest extend allowed by law. I also agree that if any portion of this agreement is held to invalid, the balance, notwithstanding, shall continue in full force and effect.
If no signature of guardian appears below, registrant is deemed to be as least 18 years of age.

_____ _____ _____
SIGNATURE DATE PARENT/GUARDIAN SIGNATURE

ADDRESS:
_____ Printed Name
_____ Street
_____City,_____State, _____Postal Code_____Country

_____ Telephone or Cell

_____ E-Mail