

Bikecat requires all Participants attending and/or participating in our cycling tours and related Activities to sign and submit this **Responsibility Agreement and Release From Liability** form as a condition of their attendance and participation in Bikecat's cycling tours.

Activities, as the term is used in this Agreement, include Bicycle riding, Racing, Training, and related activities, transportation in tour support vehicles, spectating, and other events related to the tour.

The undersigned represent that they are fully aware of and able to understand and evaluate the risks of the Activities, and that Participant is physically able to engage in the Activities.

The undersigned acknowledge that they know of the risk to the Participant, in addition to other risks and dangers of participating in the tours. The risks of cycling exist for a variety of reasons including without limitation: collisions with other cyclists, pedestrians, vehicles, fixed or moving objects; falls; loss of balance, high speed, descents, difficulty or inability to control one's speed and direction, becoming lost or separated from the guides or other participants; equipment failures and malfunctions; failure to negotiate obstacles and hazards, both marked and unmarked, like sand, gravel, mud, water, cliffs, oil and/or other objects on the road or in the trail, slippery terrain, constructed features such as bridges, ramps; varying visibility; fatigue; exhaustion; dehydration; heatstroke; hypothermia; high elevation; changing weather conditions, encounters with wild or other animals; risks associated with impure water and/or food; civil unrest, terrorism, criminal activity; stolen, lost, damaged or misplaced luggage or property. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in property damage, illness injury, or death.

The undersigned hereby assumes all risk of participation in the tour including, without limitation, those listed above, whether such risks are caused by negligence of any person or otherwise. The Participant is presumed to have the knowledge and bicycling riding and handling skills necessary to participate in the tour they have chosen.

Participants are required to respect the laws and customs of countries visited and follow environmental guidelines and regulations while on the trip in accordance with the direction of their group leader. Bikecat reserves the right to ask any individual to leave the trip if, in the opinion of the leader, the guest's continued participation may prove detrimental to the individual or is not compatible with the well-being and enjoyment of the other guests.

Bikecat, the operator, the directors, their agents and/or suppliers of services act only as agents for the traveler and accept no responsibility for the service of any hotel, restaurant, carrier or any other independent party used in connection with these tours; nor any liability for claims, damages, injury, loss, accident, delay, inconvenience or irregularity which may be occasioned by any cause whatsoever including acts of nature, government restrictions or any failure of any means of a conveyance to adhere to a published schedule.

In the event that it becomes necessary or advisable to alter the itinerary or arrangements for the comfort and/or well-being of the participants, such alterations will be made without penalty to the operator. Bikecat reserves the right to cancel a tour and to decline to accept any person as a member of the tour at any time.

I am aware that bicycling travel, such as that which I am undertaking, may involve hazardous activities in remote areas of Spain with risk of illness, injury, or death, which may be caused by forces of nature, the negligence of Bikecat, its owners, agents, employees, or some agencies known or unknown. I am also aware that medical services or facilities may not be readily available or accessible during some or all the time I am participating in this tour. Although the undersigned acknowledge that there is no obligation of any person to provide Participant with medical care during or after the tour, in the event emergency medical care is rendered to Participant, the undersigned hereby consents to such care. In order to partake of the excitement and enjoyment of this adventure travel tour, I am willing to accept the risk and uncertainty involved as being an integral part of my adventure. I hereby accept and assume full responsibility for any and all risks of illness, injury, or death, due to the negligence (but not willful or fraudulent conduct) of Bikecat, its owners, agents, employees, contractors, or affiliated organizations or any of their employees.



RELEASE FROM LIABILITY: In consideration of the acceptance of my application and permission to participate in this tour, I the undersigned Participant, hereby fully release, waive claims against, discharge and agree not to sue, Bikecat, it's owners, agents, employees, and any other persons and entities involved with this tour from any and all liability to the undersigned, their personal representatives, heirs and assigns for any and all damage, illness, injury or death of the Participant, while the Participant is engaged in the tour/activities, whether caused by negligence of any person or otherwise

I the undersigned Participant, hereby agree to indemnify and hold harmless Bikecat, it's owners, agents, employees, and any other persons and entities involved with this tour, from any loss, liability or damage, including attorney's fees they may incur in any suit, demand, legal action, or claim of any nature made by the undersigned or any representative of the undersigned, arising out of any alleged injury, illness, damage or death resulting from Participant's engagement in the tour/activities, whether such injury, illness, damage, or death is alleged to or did result from the negligence of any person, or otherwise.

Use of Photographs, recording, depiction. The undersigned agrees to grant permission to Bikecat to utilize their likeness on the website, in videos, and in written materials.

I have carefully read the Bikecat's Terms and Conditions as well as the Agreement and Release From Liability form. I have familiarized myself with all information provided to me about this tour, and I agree to all stated conditions set forth in the Agreement and Release From Liability form.

I acknowledged that cycling is an inherently dangerous sport and fully realized the dangers of participating in a bicycle tour, and fully assume all the risks associated with such participation including by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other riders, fixed or moving objects, potholes, equipment failure and such. I am responsible for the maintenance and safe condition and operation of my bicycle and related equipment while attending and participating in Bikecat's tour.

This Release Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of Autonomous Region of Catalunya in Spain and no other jurisdiction.

Any litigation involving the parties to this Agreement shall be brought solely within the Autonomous Region of Catalunya in Spain and shall be within the exclusive jurisdiction of the Courts of the Autonomous Region of Catalunya in Spain.

I have carefully read this Agreement and Release From Liability form. I understand that it is a release of liability and a contract between myself and Bikecat, and I sign this Agreement of my own free will.

I am responsible for providing my own insurance coverage (health, accident, travel, theft etc.) and for ensuring that such insurance covers my activities, and it is valid in Spain.

Print Name _____ I accept the terms of this agreement and accept responsibility for the above charges.

Signature **X** Date