

Santana's Tulip Time (Holland & Belgium) Cycling Cruise

April 22 - May 3, 2019

WAIVER AND RELEASE FROM LIABILITY

(Both of you need to Read, Fill Out, Initial and Sign this form.)

I/We acknowledge that this tandem/bicycle riding event (hereinafter "Event") will be conducted on a variety of surfaces – public and private streets and roads, bicycle lanes, dedicated bicycle trails, dirt roads, and handling tandems on ramps and stairs – that all have the potential for serious personal injury or death, property damage and other losses.

1. Voluntary Participation. I/We have voluntarily decided to participate in the Event that includes bicycle riding on public and private streets and roads, bicycle lanes, dedicated bicycle trails, dirt roads and handling tandems/bicycles on ramps and stairs – as well as other activities related to the Event that may include hiking, boat and airplane rides and assisting in the transporting of the tandems/bicycles. I/We understand that the Event includes strenuous physical activity.

2. Assumption of Risk. I/WE AM/ARE AWARE THAT BICYCLE RIDING AND TANDEM BICYCLE RIDING IS A HAZARDOUS ACTIVITY. I/WE AM/ARE VOLUNTARILY PARTICIPATING IN THIS EVENT WITH KNOWLEDGE OF THE DANGER TO ME/US ON THE TANDEM/BICYCLES INVOLVED, HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, AND VERIFY THIS STATEMENT BY PLACING MY/OUR INITIALS.

INITIAL _____

INITIAL _____

3. Release. In consideration for being permitted by Santana Cycles, Inc., a California Corporation (Santana) to participate in the Event and use related facilities, I/WE hereby agree that each of us, both individually and jointly, as well as our assigns, heirs, guardians and legal representatives release and shall not make any claim against, sue, or attach the property of William H. McCready, Janice S. McCready, Santana officers, employees, volunteers, representatives, agents or assigns on account of any injury, death or damage resulting from the negligence or other acts, howsoever caused, by any employee, agent, or contractor of Santana or by me/us, or by any other as result of my/our participation in the Event. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

4. Knowing and Voluntary Execution. I/WE HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND THE CONTENTS. I/WE AWARE THAT THIS IS A CONTRACT AND FULL RELEASE OF LIABILITY BETWEEN ME/US AND SANTANA AND ITS CONTRACTORS AND SIGN IT OF MY/OUR OWN FREE WILL.

5. Medical Conditions. I/We hereby consent to receive medical treatment which may be deemed advisable during this event and understand that I/We are solely responsible for all costs, including diagnoses and treatment, medical transportation and/or evacuation.

6. NonRefund. I/We hereby understand that all entry, transportation, baggage transfers, meals and other fees and services are nonrefundable.

7. Photography. I/We hereby agree that the photos taken of Me/Us during this event may be printed, reproduced and published in any manner anywhere.

Signature one _____

Print Legal Name _____ Date _____

Do you have any medical conditions or allergies that we should be aware of? If yes; please list them below.

Signature two _____

Print Legal Name _____ Date _____

Do you have any medical conditions or allergies that we should be aware of? If yes; please list them below.

This form can be returned to Santana by FAX to 909-596-5853, or by scanned email to jan@santanatandem.com

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