

Santana Adventures

Santana Cycles, Inc.

[Name of the Event / Cruise]

Event Dates: [Dates to be provided].

PreTour Dates: [Dates to be provided].

PostTour Dates: [Dates to be provided].

WAIVER AND RELEASE FROM LIABILITY

All Participants are required to Read and Sign this form in order to participate in this event.

I/We acknowledge that this bicycle riding event (hereinafter "Event") will be conducted on a variety of surfaces – public and private streets, roads, paths, bicycle lanes, bicycle trails, dirt and/or gravel roads, and handling bicycles on ramps and/or 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 public and private streets, roads, paths, bicycle lanes, bicycle trails, dirt and/or gravel roads, and handling bicycles on ramps and/or stairs – as well as other activities related to the Event that may include hiking, boat and airplane rides, and assisting in the transporting of bicycles and/or luggage. I/We understand that the Event includes strenuous physical activity.

2. 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. I will disclose any and all medical conditions, allergies, and/or medications to Santana Adventures in my Participant Paperwork.

3. NonRefund. I/We hereby understand and agree that all payments made to Santana Adventures are non-refundable.

4. 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.

5. Memory Books. I/We hereby understand that the Icebreaker Memory Book produced by Santana Adventures for participants of my event is intended solely for the personal enjoyment of its recipients. All text, contact information, images, and other content contained within are private and may not be reproduced, redistributed, or sold in any form or by any means, in whole or in part, without prior written permission from Santana Adventures. Unauthorized use is strictly prohibited.

6. 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.

7. 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 ADVENTURES AND ITS CONTRACTORS AND SIGN IT OF MY/OUR OWN FREE WILL.

8. Assumption of Risk. I/WE AM/ARE AWARE THAT 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 BICYCLE/BICYCLES INVOLVED, HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH, AND VERIFY THIS STATEMENT AND THE ENTIRETY OF THIS DOCUMENT BY SIGNING BELOW.

Participant Name _____ Date _____

Participant Signature _____