



70250 Chappel Road, Rancho Mirage, CA 92270
760-328-0282 (voice and fax)

CONTRACT AND DEPOSIT AGREEMENT

DATE CONTRACT PREPARED:

TOUR DATE/TIME/RIDERS:

TOUR GROUP NAME:

COORDINATOR:

TOUR NAME & LOGISTICS:

PRICE PER PERSON (ppp): Group sizes: up to 10, \$500.00 minimum; 11-40, \$50.00; 41+, \$45.00. Pricing is based on guaranteed count. Changes to count will result in price change.

GUARANTEED COUNT: as stated above under “tour date/time/riders”.

Guaranteed count is on a PER DAY basis. Count will be considered contractual on acceptance of contract. Guaranteed count may be increased up to 24 hours prior to tour, based on bike availability; no guaranteed count reductions after date of signed contract.

PAYMENT AGREEMENT: A 50% deposit, based on guaranteed count, is requested no later than two (2) weeks prior to tour date. Balance of payment is requested on the day of the tour, or may be invoiced if required. Invoices due upon receipt. Please forward deposit by

DEPOSIT: \$

TOTAL TOUR PRICE: \$ based on guaranteed count.

INCLEMENT WEATHER POLICY: Due to the outdoor nature of this activity, ABT will make all tours available during all weather conditions unless deemed unsafe by ABT.

CANCELLATION POLICY: Cancellation 1 week prior to tour: 50% of total tour cost payable; 48 hours prior to tour: 75% of total tour cost payable.

PLEASE SIGN CONTRACT, KEEP A COPY FOR YOUR RECORDS AND RETURN ONE TO ADVENTURE BIKE TOURS. THANK YOU FOR INCLUDING ADVENTURE BIKE TOURS IN YOUR GROUP ACTIVITIES.

AUTHORIZED SIGNATURE: _____

TODAY'S DATE: _____

**ADVENTURE BIKE TOURS WAIVER
PLEASE READ CAREFULLY**

There are significant elements of risk in any adventure sport or activity associated with bicycling (referred to as "activity") and the use of any equipment.

ACKNOWLEDGMENT OF RISK: I recognize the fact that there is an inherent danger in the use of any bicycle and that trails, routes, or roadways may contain steep grades and sharp turns and may involve hazards including, but not limited to, uneven or unstable road surfaces, trees, branches, curbs, rocks, stones, gravel, mud, water, oil and/or other objects on the ground or in the roadway; that weather can create slippery conditions associated with heavy rains, high winds, flash floods, and water resulting from sprinklers; that motor vehicles, or other bicycles and bicycle riders, equipment failure, the speed at which I travel, and my ability to balance and control the bicycle can pose a dangerous risk to my safety. I realize that personal property may be damaged or lost, that certain foreseeable and unforeseeable events can contribute to the unpredictability or the risks, dangers, and hazards of the activity; that wearing the provided helmet is a basic safety precaution; that I may suffer accidents or illnesses in remote places where there are no available medical facilities; and that I should ask about other potential risk, dangers, and hazards and recommended precautions and procedures.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of this activity which I (and any minor children for whom I am responsible for personal injury, accidents or illness, including death) willingly participate, I assume all risk. I also assume responsibility for damage to or loss of personal property as a result of any accident that may occur. I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to: sprains; torn muscles; abrasions; contusions; broken bones; dehydration; oxygen shortage (anoxemia); exposure; heat exhaustion or stroke; motion sickness; head, neck, and/or spinal injuries; animal bites or attack; insect bite or allergic reaction; shock; paralysis; and/or death. I also acknowledge that during the activity I/we may experience physiological reactions (i.e.: chill, fatigue, over-heating, etc.) which may diminish my/our reaction time and increase the risk of accident.

COVENANT OF GOOD FAITH: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or problems in the group, and/or refuse or terminate, the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to bicycling objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in it's absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services or property provided I for myself, and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release:

Sunbelt Cycling Excursions, LLC, d.b.a. Adventure Bike Tours, it's principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

I agree to pay all attorney fees, court costs, and other expenses incurred by Adventure Bike Tours in enforcing this agreement.

PLEASE SIGN ON REVERSE

I HAVE READ THE FOREGOING ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

DATE: _____
GROUP/TOUR: _____

<u>PARTICIPANT (PRINT)</u>	<u>PARTICIPANT SIGNATURE</u>	<u>AGE</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
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17. _____	_____	_____
18. _____	_____	_____
19. _____	_____	_____
20. _____	_____	_____
21. _____	_____	_____
22. _____	_____	_____
23. _____	_____	_____