

SARASOTA BIKE TOURS
HOLD HARMLESS AGREEMENT

1. In consideration for participating in any Guided Tour provided by Sarasota Bike Tours, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE SARASOTA BIKE TOURS, its owner and employees (herein after referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss damage or injury, including death, that may be sustained by me, or any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premise.

2. To the best of my knowledge, I can fully participate in this activity. I am aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity knowing fully that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being in such a activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

3. I further herby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above named RELEA- SEES. I hereby further agree that this Waiver of Liability and HOLD HARMLESS AGREEMENT shall be construed in accordance with the laws of the State of Florida.

5. I UNDERSTAND THAT Sarasota Bike Tours WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY I MAY SUSTAIN.

6. I also understand that I should and am urged by Sarasota Bike Tours to obtain adequate health, accident, and property insurance to cover any personal injury to myself or property which may be sustained during the activity or transportation to and from activity.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the forgoing waiver of liability and Hold Harmless Agreement, understanding it and signing it voluntarily as my own free act and deed; no oral representation, statements or inducements apart from the forgoing written agreement, have been made; I am at least (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have set my hand on this _____ day of _____, 20_____

Participant (print)

Address

Participant (signature)