



RELEASE AGREEMENT

(Bicycle Use/Rental/Purchase/Tour)

PLEASE PRINT CLEARLY & FILL OUT COMPLETELY



NAME:		Date of Birth:	
ADDRESS:		Current Age:	
CITY:	STATE:	ZIP:	Approximate Weight:
PHONE:	EMAIL:		
PRIOR Bicycle EXPERIENCE? (circle) Yes No		PRIOR Triad ECO Adventure EXPERIENCE? (circle) Yes No	

This Agreement & Release (“Agreement”) covers the use of bicycle & related equipment which is being provided by Triad ECO ADVENTURES (herein known as “TEA”) for use, rental or purchase...

1. **USE & OPERATION.** TEA staff will provide basic instruction on the operation of the bicycle and I agree to use & operate the bicycle in the careful, considerate and safe manner as instructed, with due consideration for the safety and well being of all persons & property. I understand the helmet is provided for my safety; I agree to wear the helmet & have it fastened at all times. I do agree to fully inspect the bicycle before getting on it and again prior to departure, to insure all in good working condition. I understand & agree to cease operation of the bicycle if I am concerned in *any* way about the operation, a malfunction or damage to the bicycle.

2. **ASSUMPTION OF RISK.** I understand and acknowledge that the operation of bicycles has a potential for *serious* injury to persons, and that these risks cannot be eliminated without destroying the essential qualities of the activity. I also acknowledge that operation of the bicycle can include loss damage to property, including the equipment, and I assume the risk of such injury, loss or damage. I also understand and acknowledge and agree that I am using equipment rented (or purchased) from TEA voluntarily in spite of the risks, dangers and hazards inherent in this activity.

3. **HEALTH ACKNOWLEDGEMENT & MEDICAL RELEASE.** I acknowledge and agree that I am (or my minor child is) in good physical health and have no existing physical injuries or disabilities that might make use of the bicycle uncomfortable or lead to injury. I acknowledge and agrees to assume the risks that any pre-existing medical or physical conditions will be exacerbated by my (or my minor child’s participation) in or observance of activities with TEA (or from use of equipment purchased from TEA). In the event that I am (or my minor child is) unconscious or otherwise unable to make medical decisions for myself or their self in an emergency, I hereby give permission for medical treatment, and related transportation, to any licensed physician, surgeon, clinic, hospital or ambulance service to secure proper treatment for myself or my minor child as named above.

4. **RELEASE OF CLAIMS & INDEMNIFICATION.** This is to certify that I, as a legal adult participant (or parent or guardian with legal responsibility for the named minor participant) do agree to indemnify and hold TEA, its owners and tour guides harmless from and against any and all claims, demands, causes of action, suits, judgements, decrees, liabilities, obligations, injuries including death or illness to me or my minor child, losses, damages, costs and expenses including attorney fees, costs and expenses incurred by TEA with regard to such matters, for injuries or illness of any kind, including death, to any persons, and for loss of or damage to property of any type or kind, including the property provided or rented to me under this agreement, arising out of, related to or in connection with my use and operation of the bicycle and other property provided or rented to me pursuant to this Agreement and for my failure to fully and completely comply with the terms, provisions and conditions of this Agreement.

5. **GOVERNING LAW.** This Agreement is a binding legal document. It shall be governed by the laws of the State of North Carolina.

6. **MODEL RELEASE.** I understand that TEA routinely takes photographs during its events which show participant experiences. I give TEA my permission to publish said photos, which may contain my likeness, on its website and in ads, store displays and promotional materials, both online and in print, for the purpose of promoting TEA events.

By signing, the participant (& Parent/Guardian) acknowledges, understands and agrees to the Release Agreement:

PARTICIPANT’S SIGNATURE:	TODAY’S DATE:
If rider is <i>less</i> than 18 years old, an adult signature is required:	