

Adventures By The Sea, Inc.

Acknowledgement of Risks, Assumption of Risks and Responsibility, and Release of Liability

WARNING: There are significant elements of risk in any adventure, sport or activity associated with pedal driven cycles including but not limited to bicycles, quadricycles, and unicycles (referred herein as "activity"), and the use of any equipment. It is up to you to master the basics—moving, maneuvering, shifting gears, braking and turning before beginning your activity; to obey all traffic regulations and to yield to pedestrians. Otherwise, you pose a danger to yourself and to others.

ACKNOWLEDGEMENT OF RISKS: I recognize that there are inherent risks in this type of activity. These risks may result in serious injury or death and include but are not limited to the following: 1) falls; 2) collisions with pedestrians, cycles, cycle riders, vehicles, manmade and natural objects; 3) hazards of trails, routes, or roadways including uneven or unstable surfaces, steep grades, sharp turns, and/or obstruction; 4) the presence of water, sand, gravel, mud, oil, and debris which may inhibit my ability to maneuver or stop; 5) cold weather and heat-related injuries or illnesses including hypothermia, frostbite, heat exhaustion, heat stroke and dehydration; 6) inclement weather, fog banks which can reduce visibility to near zero, varied or severe wind, weather or temperature conditions; 7) slippery conditions associated with fog drip, rain, other precipitation, and ice; 8) my physical coordination, ability to balance or control a bicycle, the speed at which I travel, and my ability to follow directions; 9) equipment failure including tire puncture and problems in shifting or braking; 10) loss of or damage to personal property; 11) fatigue, chill and/or dizziness which may diminish my reaction time and increase the risk of an accident; 12) accidents or illnesses occurring in remote places where there are no available medical facilities.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness or death. I understand that the use of alcohol or drugs may impair my abilities.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITIES: I agree to assume responsibility for those risks identified herein and those not specifically identified. I certify that I am physically and mentally capable of participating in this activity. My participation in this activity is purely voluntary. No one is forcing me to participate. I elect to participate in spite of the risks. Therefore, I assume full responsibility for myself and any minor children for which I am responsible, for bodily injury, accidents or illness, death, loss of personal property and any related expenses. **Head injuries pose a serious risk to bikers. I understand the benefits of wearing an ANSI or SNELL approved safety helmet while cycling.**

I assume the risk(s) of personal injury, accidents or illness, including but not limited to sprains, torn muscles or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, "road rash" or contusions; dehydration, oxygen shortage (anoxia), exposure or altitude sickness; head, neck or spinal injuries; animal bite or attack, insect bite or allergic reaction; shock, paralysis, or death.

I assume the financial responsibility to replace or repair any equipment that is rented to me that is not returned or is returned in any condition other than how it was rented to me (excluding normal wear and tear).

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 cycling 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 its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I agree that any film or photographs of me/us as participants, become your property and may be used for promotional or commercial purposes.

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, person representatives or assigns, do hereby release:

ADVENTURES BY THE SEA, INC.

its 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 have read the foregoing warning, acknowledgement of risks, assumption of risk and responsibility, and release of liability. I understand that by signing this document I may be waiving valuable legal rights.

Participant's Name

Age

Signature

Date

Adventures By The Sea, Inc.

299 Cannery Row, 210 Alvarado Street, 685 Cannery Row, Monterey, CA 93940
831-372-1807

Surrey Rental Form and Acknowledgement of Financial Liability

Name _____ Email Address: _____
Address _____ In the future, we may offer special discounts and programs
_____ through email.
Emergency Contact: _____
Phone _____ Phone _____

I accept for use the equipment listed on the rental form in its condition "AS IS." I have examined the equipment and determined that it is in good working condition. While renting this equipment, I will be responsible for its care and will return it in as good condition as when received, normal wear and tear excepted. If I fail to return any of the equipment rented under this agreement, I will pay for its replacement at **FULL RETAIL VALUE**.

To avoid any additional charges, I agree to return the equipment rented under this agreement in a clean condition by the agreed time and I further agree to pay any and all late return fees or collection costs that may apply, including attorney fees.

I have carefully read this agreement and fully understand its contents. I am aware that this is an acknowledgement of financial liability and a contract between myself and **ADVENTURES BY THE SEA, INC.**, and/or **its rental agents** and I sign it of my own free will.

Signature _____ Date _____

I agree to pay \$20.00 for any broken or bent pedals. _____ (Initial)

Drivers of all surreys must have a valid driver's license.