

ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

Inn The Orchard Waiver and Release of Liability

I, the below-named participant, being above age eighteen, or the parent or legal guardian of the above-named person who is under age eighteen, in consideration of the services of Inn The Orchard the rate charged for those services, or the worth of them as freely given, and the right to engage in the Activities as a participant, hereby acknowledge, agree, promise and covenant with Inn The Orchard and all persons, entities, employees and agents, on behalf of myself, heirs, assigns, personal representative and net of kin:

1. **ACKNOWLEDGMENT OF RISK:** I acknowledge, agree and represent that the lesson and / or tour and related activities (“Activities”) I am about to engage in voluntarily, bear certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental damage to myself, my property, or other third parties or their property or the property of Inn The Orchard. I further acknowledge that I understand the nature of cycling and related Activities and that I am qualified, in good health, and proper physical condition to participate in such Activities and willingly agree to comply with the stated customary terms and conditions of participation.
2. **ACCEPTANCE OF RISK AND RESPONSIBILITY:** I fully understand that (a) cycling and electric bicycle riding, and related Activities involve risks and dangers of damage to personal property and serious bodily injury, including, but not limited to permanent disability, paralysis, and death to myself and to other third parties; (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or the negligence of the “Releasees” named below;(c) there may be other risks and social and economic losses either known or unknown to me or not readily foreseeable at this time; and I agree, tat on the minor named above arising from my participation in the Activities.
3. **I HEREBY RELEASE, DISCHARGE, AND COVENANT** to accept and assume all responsibility and risk. For injury, death, illness, disease, or damage to other third parties and their property arising from my participation in the Activities and agree not to sue Inn The Orchard, its instructors, employees, agents, owners, and contractors (each considered one of the “Releasees” from all liability, claims, demands, losses, injuries, damage to property, or other damages on my account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent, rescue operations; and I further agree that if despite this Release and Waiver of Liability, assumption of risk, and indemnity agreement I, or any one on my behalf, make a claim against anyone of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation, attorney’s fees, loss, liability, or cost which incur as the result of such claim. I further understand and agree to fully reimburse Inn The Orchard for any damage caused to property of Inn The Orchard as a result of my participation in the Activities. My participation in the Activities is purely voluntary, no one is forcing me to participate, and I elect to participate despite the risks.
4. **I AGREE TO ABIDE** by Inn The Orchard policies and agree to comply with all instructions of the guide, instructor or staff in connection with participation in the Activity, and failure to follow such directions shall be grounds for termination of my privilege to participate in the Activities without reimbursement or cancelation of fees paid or owed. I understand that the use of possession of drugs or alcohol is strictly prohibited before and during the Activities and will be grounds for immediate removal from the Activities with our reimbursement of fees paid or owed. I agree that if in the judgement of my instructor and / or guide, he / she must call for assistance during the trip due to my noncompliance with his / her instructions or Inn The Orchard policies that I accept responsibility for paying any associated rescue and transportation costs.
5. **By participating in or attending any Activities in connection with Inn The Orchard, I CONSENT TO THE USE OF ANY PHOTOGRAPHS, PICTURES, FILM, OR VIDEO TAPE TAKEN OF ME** or provided by me for publicity, promotion, television, websites, or any other use, and expressly waive any right of privacy, compensation, copy right, or other ownership right connected to same.

I, as a legal adult of 18 years or older (or as the parent / legal guardian of a minor named below) have read this agreement and fully understand its terms, understand that I have given up substantial rights by signing it and have sign it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I understand that this is the entire agreement between Inn The Orchard, its agents or employees, and myself and that it cannot be modified or changed in any way by the representation or statements of any employee or agent of Inn The Orchard or by me. If any portion of this agreement is unenforceable the remaining portions shall remain if full force and effect. All applicants are subject to acceptance by Inn The Orchard, upon acceptance of my application, this agreement shall be deemed to have been entered into and to be performed in Canada, and shall be construed according to the laws of the state in which the rental / or tour ride occurs in.

Name of Participant:

Signature: _____

Email: _____

Phone: _____

Address:
