

# INDY BIKE TOURS

## PARTICIPANT WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING CONTRACT. IT WAIVES IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE INDY BIKE TOURS AND THE RELEASED PARTIES FOR THEIR OWN NEGLIGENCE, AND REQUIRES YOU TO ASSUME ALL RISK OF INJURY, DEATH, AND PROPERTY LOSS ARISING FROM THE TOUR. DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD IT IN ITS ENTIRETY. BY SIGNING, YOU GIVE UP SUBSTANTIAL LEGAL RIGHTS.**

**Operator.** In this Agreement, “Indy Bike Tours,” “we,” “us,” and “operator” mean Indy Bike Tours and its owners, members, managers, officers, employees, guides, agents, independent contractors, volunteers, affiliates, lessors, equipment suppliers, sponsors, successors, and assigns (collectively, the “Released Parties”). “I,” “me,” “my,” and “participant” mean the person signing below and, where applicable, the minor on whose behalf a parent or guardian signs. “Tour” means any guided or self-guided bicycle ride, excursion, rental, or related activity provided or arranged by the operator, including recumbent, three-wheeled (tadpole/delta trike), and two-wheeled cycles, and any associated stops, transportation, and activities.

### 1. Acknowledgment of Inherent and Other Risks

I understand that bicycling and participating in the Tour involve inherent risks — risks that are an integral part of the activity and **cannot be eliminated regardless of the care exercised by the operator** — as well as other risks that may arise during the Tour. I understand that operating recumbent and three-wheeled cycles involves a different riding position, sightline, balance, braking, and turning behavior than a conventional bicycle, and that temporary foot numbness, unfamiliar handling, and reduced visibility to motorists can occur.

**These risks include, but are not limited to, the following:**

- Collisions with or among vehicles, bicycles, pedestrians, animals, or fixed or moving objects;
- Loss of control, tip-overs, and falls;
- Road, trail, sidewalk, curb, rail-crossing, and other surface hazards, including potholes, debris, gravel, water, and uneven or slick pavement;
- Mechanical failure or malfunction of cycles, brakes, tires, chains, or other equipment, whether or not the operator could have discovered it;
- Weather and environmental conditions, including heat, cold, sun, rain, wind, lightning, and reduced visibility;
- Physical exertion, fatigue, dehydration, foot or limb numbness, illness, cardiac or other medical events, and aggravation of pre-existing conditions;
- The acts, errors, or negligence of other participants, motorists, cyclists, pedestrians, or members of the public, whose conduct the operator cannot control;
- Traffic, road, and trail conditions, route selection, and the conduct of the Tour itself; and
- My own negligence, inexperience, fitness, judgment, or failure to follow instructions.

I understand that these and other risks may result in **property damage, minor or serious bodily injury, permanent disability, paralysis, or death**. The examples above are illustrative and not a complete list of every risk that may be encountered.

## 2. Express Assumption of Risk

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Knowing, understanding, and appreciating these risks, I **KNOWINGLY, FREELY, AND VOLUNTARILY ASSUME ALL RISKS** associated with the Tour, whether known or unknown, foreseeable or unforeseeable, and whether arising from the inherent risks of the activity, the condition of the equipment or premises, or the **ordinary negligence of the Released Parties**. I accept personal and sole responsibility for any loss, injury, disability, death, or property damage that I may suffer arising out of or related to my participation.

### Health, fitness, and medical representations. I represent and certify that:

- I am physically fit and able to participate safely, and I have no medical or physical condition, medication, or impairment that would make my participation unsafe or that I have not disclosed to the operator;
- I have been advised to consult a physician before participating, and I have done so or have voluntarily chosen not to;
- I will immediately notify a guide if I experience pain, dizziness, numbness that does not resolve, chest discomfort, shortness of breath, or any other physical distress; and
- **Helmets are required** while operating any cycle on the Tour, and I will wear a properly fitted helmet at all times while riding.

I understand the operator relies on these representations in permitting me to participate, that the operator has no duty to independently assess my medical fitness, and that I am responsible for any consequences of an undisclosed or unknown condition.

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**Initial:** \_\_\_\_\_ *I have read Sections 1 and 2 and I voluntarily assume all risks of the Tour.*

## 3. Agreement to Follow Safety Rules and Instructions

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I agree to:

- Follow all instructions, briefings, route directions, and safety rules provided by guides and staff, including required spacing, speed, hand signals, and stopping procedures;
- Obey all applicable traffic laws, signals, and regulations, and yield as directed;
- Operate the cycle in a safe, controlled, and responsible manner and within my ability;
- Refrain from racing, stunting, riding hands-free, distracted riding (including phone use while riding), and other reckless or careless behavior; and
- Not operate a cycle while impaired by alcohol, cannabis, drugs, or any medication or substance that affects my ability to ride safely.

I understand that, for the safety of all participants, a guide or staff member may, in the operator's **sole, reasonable, good-faith judgment**, correct, restrict, or remove me from the Tour — and may terminate my participation without refund — if I fail to follow these rules or if the operator reasonably believes I am impaired, unfit to ride, or creating a risk to myself or others. The operator's exercise of this discretion does not create any liability or obligation to refund.

#### 4. Release of Liability and Covenant Not to Sue

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In consideration of being permitted to participate in the Tour, I, on behalf of myself and my heirs, spouse, executors, administrators, personal representatives, assigns, and next of kin, hereby **RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE** the Released Parties from and for any and all claims, demands, causes of action, liabilities, damages, losses, costs, or expenses of any kind — including for personal injury, disability, death, and property damage — arising out of or related to my participation in the Tour, **INCLUDING ANY SUCH CLAIM CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES**, to the fullest extent permitted by the law of the State of Indiana.

**Limited exception.** This release does **not** apply to liability for conduct that, under Indiana law, may not be released as a matter of public policy — namely gross negligence and willful, wanton, reckless, or intentional misconduct. Nothing in this Agreement is intended to release any claim that Indiana law prohibits releasing, and the parties intend that the release be enforced to the maximum extent the law allows but no further.

I understand that this Section is intended to be a complete release of liability for ordinary negligence and that, but for this release, I might have the right to recover damages from the Released Parties. If I (or anyone on my behalf) bring a claim against any Released Party that is barred by this Agreement, I agree to **pay all costs and reasonable attorneys' fees** the Released Party incurs in defending that claim, to the extent permitted by law.

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**Initial:** \_\_\_\_\_ *I have read Section 4 and I understand I am releasing the Released Parties, including for their own ordinary negligence, and giving up my right to sue.*

#### 5. Indemnification and Duty to Defend

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I agree to **indemnify, defend, and hold harmless** the Released Parties from and against any and all claims, demands, suits, judgments, damages, losses, fines, costs, and expenses (including reasonable attorneys' fees and litigation costs) brought by me or by any third party, arising out of or related to (a) my acts, omissions, or negligence during the Tour, (b) my breach of this Agreement or of any safety rule or instruction, or (c) damage or injury I cause to other participants, the public, or property. The Released Parties may select counsel of their choice, and I will cooperate in the defense. This indemnity does not require me to indemnify a Released Party against liability arising solely from that party's own gross negligence or willful, wanton, reckless, or intentional misconduct.

#### 6. Emergency Medical Authorization

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If I am injured or incapacitated during the Tour and am unable to make or communicate medical decisions, I authorize the operator to summon emergency medical services and to consent, on my behalf, to reasonable first aid and emergency medical treatment by licensed medical personnel. I understand and agree that:

- The Released Parties are not obligated to provide, and do not warrant, any medical care, first aid, supervision, or particular response time;
- Any treatment is at my own risk and the operator is not responsible for the acts or omissions of third-party medical providers; and

- I am solely responsible for all costs of medical care, transport, and treatment incurred on my behalf.

## 7. Photo and Video Release

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Unless I opt out below, I grant the operator a **perpetual, irrevocable, worldwide, royalty-free license** to photograph and record me and to use my image, likeness, voice, and statements, in any medium now known or later developed, for promotional, marketing, advertising, website, and social-media purposes, **without compensation, notice, or right of inspection or approval**. I waive any claim (including for invasion of privacy or right of publicity) arising from such authorized use.

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**OPT-OUT — Initial here ONLY if you DO NOT consent to the photo/video release:** \_\_\_\_\_

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## 8. Equipment Inspection and Responsibility

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If I am provided a cycle, helmet, or other equipment, I agree to inspect it before and during use and to **immediately report any concern, defect, or malfunction** and stop riding until it is addressed. By beginning or continuing to ride, I represent that the equipment is in acceptable condition for my use and I accept it “as is.”

I am responsible for the equipment in my care and agree to pay for loss of, or damage to, the equipment caused by my misuse, negligence, reckless conduct, intentional acts, or failure to follow instructions. I am **not** responsible for ordinary wear and tear or for damage arising solely from a latent defect that I could not have discovered through reasonable inspection and that the operator failed to remedy.

## 9. Participants Under 18 (Parent/Guardian Provisions)

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For any participant under 18 years of age, a parent or legal guardian must read and sign this Agreement. The undersigned parent or guardian, individually and on behalf of the minor, agrees to all terms of this Agreement and further agrees that:

- **Assumption of risk on the minor's behalf.** The parent/guardian knowingly accepts and assumes all risks of the Tour on behalf of the minor and the parent/guardian;
- **Release of the parent's own and derivative claims.** The parent/guardian releases and covenants not to sue the Released Parties as to the parent/guardian's own claims and any claim the parent/guardian may bring arising from injury to the minor (including claims for medical expenses, loss of services, and loss of consortium), including claims based on the Released Parties' ordinary negligence; and
- **Indemnification as to the minor's claims.** To the fullest extent permitted by Indiana law, the parent/guardian agrees to indemnify, defend, and hold harmless the Released Parties from any claim brought by or on behalf of the minor (including a claim brought after the minor reaches majority) arising from the minor's participation, except to the extent caused by a Released Party's gross negligence or willful, wanton, or intentional misconduct.

The parent/guardian represents that he or she has full legal authority to sign on the minor's behalf.

## 10. Alcohol Policy, Assumption of Risk, and Release

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I understand that certain Tours may pass by or stop at establishments where alcoholic beverages are sold or served. I acknowledge and agree that:

- The operator does not sell, serve, furnish, or provide alcohol, and does not encourage or condone excessive consumption;
- Any decision to consume alcohol before, during, or after the Tour is entirely voluntary and is my sole responsibility;
- I will consume alcohol, if at all, lawfully and responsibly, and I will not operate a cycle while impaired by alcohol or any other substance;
- A guide may refuse my participation, remove me, arrange or require alternate transportation, or terminate my participation **without refund**, if the operator reasonably and in good faith believes I am impaired, intoxicated, or creating a safety risk; and
- I am solely responsible for any injury, damage, or loss resulting from my consumption of alcohol or from riding while impaired.

I **release and hold harmless** the Released Parties from any and all claims arising directly or indirectly from my consumption of alcohol, or that of any other participant, before, during, or after the Tour, including any claim that the operator permitted me to participate, to the fullest extent permitted by Indiana law.

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**Initial:** \_\_\_\_\_ *I have read Section 10 and accept sole responsibility for my decisions regarding alcohol.*

## 11. Governing Law, Venue, and General Terms

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### 11.1 Governing Law and Venue

This Agreement is governed by and interpreted under the laws of the State of Indiana, without regard to conflict-of-laws principles. I agree that the exclusive venue and jurisdiction for any dispute arising out of or related to this Agreement or the Tour shall be the state courts located in Marion County, Indiana (or the federal court whose district includes Marion County), and I consent to personal jurisdiction there.

### 11.2 Severability and Reformation

If any provision, or any part of a provision, is held invalid or unenforceable, the remaining provisions remain in full force and effect. I expressly agree that a court **should reform or “blue-pencil”** any overbroad provision to the narrowest extent necessary to make it enforceable, and should give effect to the parties’ intent that the Released Parties receive the broadest protection the law allows.

### 11.3 Time Limit for Claims

To the fullest extent permitted by Indiana law, any claim against a Released Party arising out of the Tour must be commenced within **one (1) year** after the date of the Tour, and any claim not brought within that period is permanently barred.

### 11.4 Entire Agreement; No Oral Modification

This Agreement is the entire agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous representations. It may be modified only in a writing signed by the operator. No guide or staff member has authority to waive or alter its terms orally.

### 11.5 Electronic Signature and Counterparts

I agree that an electronic or digital signature, and a scanned, photographed, or electronic copy of this Agreement, has the same force and effect as an original, ink-signed document.

### 11.6 Insurance

I understand the operator does not provide medical, disability, or accident insurance covering me, and I am encouraged to maintain my own coverage.

## 12. Acknowledgment

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**I acknowledge and represent that:** I have carefully read this entire Agreement and fully understand its contents; I understand that I am giving up substantial legal rights, including the right to sue the Released Parties for their own ordinary negligence; I am signing freely and voluntarily, without any inducement, duress, or assurance other than what is written here; I have had the opportunity to ask questions and to seek legal advice; I am able to read and understand English (or have had this Agreement translated for me); and I intend this Agreement to be binding on me, my family, and my estate, to the fullest extent permitted by Indiana law.

By signing below, I acknowledge that I remain **fully responsible for my own actions, decisions, and physical condition** throughout the Tour.

## PARTICIPANT SIGNATURE

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**Participant Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_ **Emergency Phone:** \_\_\_\_\_

**Tour Date:** \_\_\_\_\_

## IF PARTICIPANT IS UNDER 18 — PARENT/GUARDIAN

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I am the parent or legal guardian of the minor participant. I have read and agree to this Agreement, including **Section 9**, on my own behalf and on behalf of the minor.

**Minor's Printed Name:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Parent/Guardian Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_