

MOUNTAIN BIKE TOUR LIABILITY WAIVER AND RELEASE FORM

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS (TRADITIONAL & ELECTRIC BIKES)

- I am aware that mountain biking is an inherently dangerous activity that involves both known and unknown risks. I acknowledge that these risks include, but are not limited to: Terrain Hazards: Steep slopes, rocks, gravel, mud, roots, hidden obstacles, and rapidly changing trail conditions. Weather Conditions: Sudden temperature changes, rain, lightning, extreme heat, or high winds. Equipment Factors: Mechanical failure of my own bicycle or any equipment provided or rented from the tour company. Human Errors: Collisions with other riders, pedestrians,

vehicles, or natural objects; negligence of other participants; and the failure of guides to predict all hazards. Health Impact:

Physical exertion, dehydration, heat illness, falls, severe bodily injury, or death. E-Bike

Specific Risks: I acknowledge that electric mountain bikes (e-bikes) are heavier, accelerate faster, handle differently than traditional bicycles, and carry risks associated with battery malfunction, power assist surges, or sudden loss of motor power. I voluntarily choose to participate and assume full responsibility for all risks associated with this tour.

- MEDICAL DECLARATION AND PHYSICAL FITNESS I certify that I am in good health and proper physical condition to handle the physical demands of this mountain bike tour. I declare that I have no medical conditions, allergies, or injuries that would

make my participation unsafe. I agree to ride within my skill level and immediately follow all instructions provided by the tour guide.

- Please inform Explore prior to commencing a tour of any critical medical conditions or allergies.

- SAFETY EQUIPMENT AND RULES
(INCLUDING E-BIKES)Mandatory Helmets: I agree to wear an approved, properly fitted cycling helmet at all times while riding.Sobriety: I certify that I will not participate while under the influence of alcohol, drugs, or any medication that impairs judgment or physical ability.
- Bike Inspection: If utilizing my own equipment, I warrant that it is in safe operating condition. If renting, I accept the

equipment "as-is" and will inspect it before riding.

- E-Bike Operation: I agree to operate the e-bike only via the designated pedal-assist or throttle settings demonstrated by the guide, to maintain safe speeds, and to never tamper with the motor, battery, or electronic speed limiters.

- RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in the mountain bike tour, I hereby agree to: Waive and Release: I release and discharge Explore Mountain Bike Adventures, its owners, guides, employees, and land owners from any and all liability, claims, or causes of

action for personal injury, property damage, or wrongful death, even if caused by the active or passive negligence of the company. Indemnity: I agree to hold harmless and indemnify the tour operators from any litigation expenses, legal fees, loss, or liability resulting from my actions during the tour.

MEDIA AND PHOTO RELEASE

I hereby grant permission to use photographs or video footage taken of me during the tour for promotional, marketing, or commercial purposes without compensation.

BINDING TERMS

I certify that I have read this document entirely, fully understand its contents, and realize that I am giving up substantial legal rights. I accept these terms freely and voluntarily by proceeding with the tour.

By booking a tour with Explore Mountain Bike Adventures you accept and agree to all of the above.

Explore Mountain Bike Adventures 2026