



Riders Waiver and Agreement

In consideration of the services of River City Pedalers Inc., I agree to release and discharge River City Pedalers, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estates as follows:

1. I acknowledge that the activities involved in the use of the River City Pedalers service entail significant risk, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties.
2. I expressly agree to assume all of the risk existing in this activity, both known and unknown, whether calls or alleged to be caused by the negligent acts or omissions of River City Pedalers, its operators, or the manufacturer (Atek Customs). My participation in this activity is purely voluntary and I elect to participate in spite of the risk
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless River City Pedalers, its operators and the manufacturer (Atek Customs) from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of River City Pedalers equipment and facilities, including any such claims which allege personal injury, property loss, or property damage by the activity of River City Pedalers, including each act of negligence, breach of warranty products liability or strict liability.
4. Should River City Pedalers or anyone acting on their behalf be required to incur attorney's fees in force this agreement; I agree to indemnify and hold them harmless for all such fees.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or I am willing to assume and bear the cost of all risk that may be created, directly or indirectly, by any such condition.
6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Tennessee without regard to its conflict of law rules.
7. I agree to abide by any and all of the River City Pedalers rules which I have been shown. I understand that failure to abide by these rules could result in the early termination of River City Pedalers services without a refund. I understand that if my group abandons the Tour I am authorizing a penalty of \$200 to be charge the credit card on file I also agree that any photographs or other media recordings may be used by River City Pedalers commercial purposes.