

## RELEASE OF LIABILITY FORM

### ASSUMPTION OF ALL RISK & ARBITRATION AGREEMENT

Traveler 1: \_\_\_\_\_ Trip: \_\_\_\_\_ Trip Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Traveler 2: \_\_\_\_\_ Trip: \_\_\_\_\_ Trip Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**RELEASE:** Gears and Grapes Getaways, Inc, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, agents, and assigns (collectively, G&G) does not own or operate any entity which is to, or does provide goods or services for your trip(s) and any pre- or post- trip tours or arrangements made by G&G, including, without limitation, lodging facilities, transportation companies, food service providers, leaders or guides (other than G&G guides), equipment suppliers, etc.

In addition, I acknowledge that I have voluntarily applied to participate in one or more trips organized by G&G and any pre- or post- trip tours or arrangements made by G&G (or a trip to which I may subsequently transfer). I am voluntarily participating in the trip(s) with the knowledge of the numerous risks and dangers involved, including, but not limited to, negligence on the part of G&G, including, without limitation, negligence with regard to bicycle selection or maintenance, in the conduct of the trip, in the advertising of the trip, in the maintenance or operation of any van or other motor vehicle utilized to transport passengers, etc.; uneven terrain and roads, bad weather and negligent or willful operation of motor vehicles, other bicycles or pedestrian conduct, physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, canoe, kayak, bicycle, ski, horseback or other animal, by foot, balloon rides, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; civil unrest; terrorism or the threat thereof; criminal activity; and dangers associated with wild, or other hazards. I acknowledge that the cost of all G&G trips is based upon trip participants executing this Release of Liability, Assumption of All Risk, and Arbitration Agreement. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby release and discharge forever G&G from and against any and all liability arising from my participation in the trip. I agree that this release shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release G&G from any and all liabilities to the maximum extent permitted by law.

**BINDING ARBITRATION:** I agree that any dispute concerning, relating, or referring to this contract, brochures, or any other literature concerning my trip(s), or the trip(s) itself/themselves shall be resolved exclusively by binding arbitration according to the then existent commercial rules of the American Arbitration Association in San Francisco, California. Such proceedings will be governed by substantive (but not procedural) California law.

**MISCELLANEOUS:** I understand that G&G reserves the right to take photographic or film records of any of its trips and hereby agree that G&G may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties whom G&G may engage, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by G&G. I understand that G&G reserves the right to refuse as a trip participant, or remove from a trip, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines might detract from the enjoyment of the trip(s) by others. I agree to follow all written and verbal rules of safety presented to me by G&G or the applicable leaders/guides. G&G reserves the right to make route, hotel and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of the participants.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read and fully understand the contents and legal ramifications of this agreement. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion is found to be void or unenforceable, the remaining portions shall remain in full force and effect

**No additions, deletions or changes can be made to the release form, and signing it is a requirement for joining the trip. All forms must be returned to G&G prior to the trip departure, with no exceptions.**

Please write: I have read and understand this contract \_\_\_\_\_

Signature 1: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Print Name \_\_\_\_\_

Please write: I have read and understand this contract \_\_\_\_\_

Signature 2: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Print Name \_\_\_\_\_

#### Parent or Guardian of a Minor

I, as a parent or legal guardian of the below named minor, hereby give my permission for my child or ward to participate in the trip(s) and further agree, individually and on behalf of my child or ward, to the terms above

Name of Minor \_\_\_\_\_ Signature of Parent/Legal Guardian \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_