

**PARTICIPANT WAIVER AND RELEASE OF LIABILITY**

**\* Please Read Carefully \***

By signing this Waiver and Release of Liability (“Release”), I am giving up rights in exchange for the opportunity to participate in a bicycle, hiking, and/or walking tour with Trek Travel (the “Trip”). I agree not to sue Trek Travel, LLC (“Trek Travel”) and its respective officers, directors, employees, representatives, agents, and affiliated and/or subsidiary companies, including Trek Retail Corporation (“Trek Retail”), (collectively, the “Released Parties”) for any of their alleged negligence arising from my participation in the Trip. I assume responsibility for any injuries or damage I may sustain arising from my participation in the Trip, as further detailed below.

**1. I Am Responsible For My Own Actions.** I acknowledge that bicycling, hiking and/or walking is a potentially hazardous activity that may result in serious injury or death due to, for example, poor road conditions, unfamiliar roads, poor weather conditions, overexertion, mechanical failure of my equipment, collision with vehicles, and/or riding at high speeds. I also acknowledge there are other inherent risks involved with my participation in the Trip, including, but not limited to, contracting COVID-19 or other virus or illness; illness from high altitude; lack of or limited availability to medical attention; risks associated with the consumption of alcohol; and/or equipment failure. I assume all of these risks by participating in the Trip and will act within the limits of my ability.

**2. I Am Releasing Negligence Claims.** In exchange for participating in the Trip, I HEREBY RELEASE AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY LIABILITY BASED ON NEGLIGENCE THAT MAY ARISE FROM MY PARTICIPATION IN THE TRIP, INCLUDING THE NEGLIGENT CONDUCT OF THE RELEASED PARTIES. This Release will prevent me, as well as my spouse, heirs, successors, assigns and legal representatives, from suing the Released Parties for negligently causing my injuries or damages.

**3. I Have Negotiated The Terms Of My Participation.** I acknowledge that my participation in the Trip is voluntary, and that I have the option to not participate in light of the risks outlined above. I also acknowledge that I have read this Release and had the right to ask any questions about the meaning or impact of signing below. I understand that not signing this Release would result in payment of a higher trip cost (an additional \$1,000.00) to account for potential legal costs. By signing below, I have elected not to pay the higher trip cost and have chosen to assume all risks arising from negligent conduct instead of pursuing legal claims against the Released Parties.

**4. Additional Representations.** I understand that Trek Travel reserves the right to deny my participation in the Trip and/or ask me to leave the Trip at any time if Trek Travel, in its sole discretion, determines that my participation is detrimental to the well-being and enjoyment of other travelers. On trips involving VIP access, I must follow rules outlined by Trek Travel, and if the rules are violated, Trek Travel reserves the right to deny participation to VIP access. I understand and acknowledge that Trek Travel, or Trek Retail for self-guided tours, is loaning me a bicycle that is in sound mechanical condition for use during the Trip. I understand how to operate the bicycle, including use of the quick release, brakes, gears, suspension, foot retention devices, and battery/motor controller, where applicable. For self-guided tours, I agree that I am responsible for the bicycle and all equipment provided to me during the Trip until its return to Trek Travel or Trek Retail, and I agree to pay for any and all loss or damage to the bicycle and/or equipment, excluding normal wear and tear. I understand that while riding the bicycle, I am subject to all of the laws of the road, and it is my responsibility to familiarize myself with and observe these laws while riding the bicycle. I understand it is my responsibility to wear a helmet when riding the bicycle. I understand that the Released Parties do not own/operate/maintain the roadways where the bicycle will be used, and the Released Parties make no warranties as to the conditions of the roadways where the bicycle is used. I understand and agree that jurisdiction over any dispute arising out of this Release and all matters relative to my participation in the Trip shall be exclusively in the courts of the state of Wisconsin. If any court determines that any portion of this Release is null and void, the remaining portions of the Release shall remain valid and enforceable. Notwithstanding anything to the contrary above, nothing in this Release shall be interpreted as a release of the Released Parties from liability for injuries, damage, death, or other loss that may occur within the jurisdiction of the National Park Service and is caused by the Released Parties’ negligence, gross negligence, recklessness, or intentional conduct, including without limitation, any negligence with respect to the Released Parties’ judgments and decisions, or the Released Parties’ failure to take reasonable precautions to ensure it provides participant with safe and defect-free equipment. I have carefully read Trek Travel's policies on trip changes and cancellations, refunds, and trip insurance and agree to all stated conditions. I understand that trip cancellation, medical, and general travel insurance are being offered to me through a separate insurance agency, and that Trek Travel strongly recommends that I purchase this coverage.

I understand that Trek Travel reserves the right to take photographic or film records of any of its trips, and I hereby agree that Trek Travel may use any such records which include images of me for promotional or commercial purposes.

I agree that signatures exchanged by facsimile, email, and online acceptance shall be binding as originals.

Printed Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

Trip Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**Signature below of parent/guardian if guest is under the age of 18:** As the parent/guardian, I have read the above Release. I understand and agree to its waiver and release provisions, consent to emergency medical treatment and will be responsible for any and all related costs.

**I agree to bind myself and the guest under the age of 18 to the terms of this waiver and the promises made above.**