



**Swantown Inn & Spa LLC. Waiver and Release of Liability**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.**

**YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING.**

PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/20

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PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_/\_\_\_/20

PHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_

ADDRESS:

\_\_\_\_\_  
(STREET) (CITY) (STATE) (ZIP CODE)

I, the above-named person, being above age eighteen, or the parent or legal guardian of the above-named person who is under age eighteen, in consideration of the services of Swantown Inn and Spa LLC., the rate charged for those services, or the worth of them as freely given, and the right to engage in the Activities as a participant, hereby acknowledge, agree, promise and covenant with Swantown Inn and Spa LLC. and all persons, entities, employees and agents, on behalf of myself, heirs, assigns, personal representative and next of kin:

1. **ACKNOWLEDGEMENT OF RISK:** I acknowledge, agree and represent that the lesson and/or tour and related activities ("Activities") I am about to engage in voluntarily, bear certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental damage to myself, my property, or other third parties or their property, or the property of Swantown Inn and Spa LLC. I further acknowledge that I understand the nature of cycling and related Activities and that I am qualified, in good health, and proper physical condition to participate in such Activities and willingly agree to comply with the stated customary terms and conditions of participation.

2. **ACCEPTANCE OF RISK AND RESPONSIBILITY :** I fully understand that (a) cycling and electric bicycle riding, and related Activities involve risks and dangers of damage to personal property and serious bodily injury, including, but not limited to, permanent disability, paralysis, and death to myself and to other third parties; (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or the negligence of the "Releasees" named below; (c) there may be other risks and social and economic losses either known or unknown to me or not readily foreseeable at this time; and I agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, my property, that of the minor named above, arising from my participation in the Activities.

3. **I HEREBY RELEASE, DISCHARGE, AND COVENANT to accept and assume all responsibility and risk** for injury, death, illness, disease, or damage to other third parties and their property arising from my participation in the Activities and agree not to sue Swantown Inn and Spa LLC., its instructors, employees, agents, owners, and contractors (each considered one of the "Releasees") from all liability, claims, demands, losses, injuries, damage to property, or other damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations; and I further agree that if despite this Release and Waiver of Liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, make a claim against anyone of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation, attorney fees, loss, liability, or cost which may incur as the result of such claim. I further understand and agree to fully reimburse Swantown Inn and Spa LLC. for any damage caused to property of Swantown Inn and Spa LLC. as a result of my participation in the Activities. My participation in the Activities is purely voluntary, no one is forcing me to participate, and I elect to participate despite the risks.

4. **I AGREE TO ABIDE by Swantown Inn and Spa LLC.'s policies** and agree to comply with all instructions of the guide, instructor or staff in connection with participation in the Activity, and failure to follow such directions shall be grounds for termination of my privilege to participate in the Activities without reimbursement or cancelation of fees paid or owed. I understand that the use or possession of drugs or alcohol is strictly prohibited before and during the Activities and will be grounds for immediate removal from the Activities without reimbursement of fees paid or owed. I agree that if in the judgment of my instructor and/or guide, he/she must

call for assistance during the trip due to my noncompliance with his/her instructions or Swantown Inn and Spa LLC.'s policies that I accept responsibility for paying any associated rescue and transportation costs.

5. **I CONSENT/ DO NOT CONSENT**(strike out one to reflect your decision) **TO THE USE OF ANY PHOTOGRAPHS, PICTURES, FILM, OR VIDEOTAPE TAKEN OF ME** or provided by me for publicity, promotion, television, websites, or any other use, and expressly waive any right of privacy, compensation, copyright, or other ownership right connected to same. By participating in or attending any Activities in connection with Swantown Inn and Spa LLC.,

**My signature below indicates that I have read this agreement and fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.** I understand that this is the entire agreement between Swantown Inn and Spa LLC., its agents or employees, and myself and that it cannot be modified or changed in any way by the representation or statements of any employee or agent of Swantown Inn and Spa LLC. or by me. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. All applicants are subject to acceptance by Swantown Inn and Spa LLC., Upon acceptance of my application, this agreement shall be deemed to have been entered into and to be performed in the United States of America, and shall be construed according to the laws of the State in which the test ride occurs in.

**SIGNATURE OF PARTICIPANT:** \_\_\_\_\_ **DATE:** \_\_\_\_/\_\_\_\_/20\_\_

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**(FOR PARTICIPANTS UNDER AGE 18 AT THE TIME OF REGISTRATION ONLY)**

PRINTED NAME OF PARENT/ LEGAL GUARDIAN:

ADDRESS:

(STREET) (CITY) (STATE) (ZIP CODE)

SIGNATURE OF PARENT OR LEGAL GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/20\_\_