

## **Sonoma on a Bike/Getaway Adventures Liability Release**

### **Release of Liability, Assumption of All Risks, and Arbitration Agreement**

**Sonoma on a Bike, Getaway Adventures**, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, representatives and assigns (collectively **Getaway Adventures**) does not own or operate any entity which provides, or is to provide, goods or services for your trip including, for example, lodging facilities, transportation companies, food service or entertainment providers, equipment suppliers, babysitters or daycare providers, etc. As a result, **Getaway Adventures** is not liable for any negligent or willful act or failure to act of any such third person, or of any other third party.

In addition, I acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip to which I may subsequently transfer). I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: negligence in any manner on the part of **Getaway Adventures** including, without limitation, negligence in the conduct or arrangement of the trip in any respect from inception to completion, negligence with regard to bicycle selection or maintenance, the use, installation or maintenance of any optional or add-on equipment such as pedals, odometers, mirrors, bar ends, etc., in the maintenance or operation of any van or other motor vehicle utilized to transport passengers, etc.; 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, 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; dangers associated with wild or other animals; breakdown or failure of bicycles or other equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; epidemics or the threat thereof; stolen, lost, or misplaced luggage or property and theft or break-ins into vans, lodging rooms or elsewhere. I acknowledge that the enjoyment and excitement of adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND ACCEPT ANY AND ALL RISKS OF DELAY, UNANTICIPATED EVENTS, INCONVENIENCE, ILLNESS, INJURY, EMOTIONAL TRAUMA OR DEATH.

I acknowledge that the cost of all **Getaway Adventures** 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 GETAWAY ADVENTURES 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 **Getaway Adventures** from any and all liability 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, or the trip itself shall be resolved exclusively by binding arbitration according to the then existing commercial rules of the American Arbitration Association in San Francisco, California. Such proceedings will be governed by substantive (but not procedural) California law excluding any application or consideration of the California Arbitration Act. Except for trips in California, the California Vehicle Code will be inapplicable to my trip or any claim arising therefrom. The arbitrator and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any of this contract is void or voidable.

**MISCELLANEOUS MATTERS:** I understand that **Getaway Adventures** reserves the right to take photographic or film records of any of its trips and hereby agree that **Getaway Adventures** may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom **Getaway Adventures** may engage in joint marketing, 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 **Getaway Adventures**.

I understand that **Getaway Adventures** 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 to detract from the enjoyment of the trip by others. I agree to follow all written and verbal rules of safety presented to me by **Getaway Adventures** reserves the right to make route, hotel, itinerary and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read and fully understand the contents and legal ramifications of this Agreement as well as all the conditions as stated in the EVERYTHING YOU WANTED TO KNOW section of the current **Getaway Adventures** brochures, including but not limited to, those regarding cancellation and refund policies. Exceptions to this policy cannot be made for any reason, including, but not limited to, weather, terrorism, civil unrest, personal, family or medical emergencies. 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 of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**Trip Cancellation Policies:** If you must cancel your reservation, your cancellation fee will be determined according to the policy outlined below. Exceptions to our cancellation policy cannot be made for any reason, including weather, terrorism, civil unrest or personal emergencies. There is no refund for arriving late or leaving a trip early. Private room and bike rental are considered part of the total trip cost and are subject to cancellation fees. Percentage charges are calculated on total trip cost.

**Cancellation Fees (Per Person)**

<u>Days Prior to Trip Start</u>	<u>Scheduled Trip</u>	<u>Private Trip</u>
126+ days	\$200	\$600
95-125 days	\$200	30%
61-95 days	30%	50%
31-60 days	60%	75%
0-30 days	100%	100%

This contract is accepted by **Getaway Adventures** in Santa Rosa, California, and cannot be changed in an oral communication. We can only accept one signature per form.

Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_