

Waiver and Release

Release executed on _____ (today's date), by _____ (the 'Releasor'), to Michigan Cycling Charters Inc. (the 'Releasee')

I, the Releasor, being of lawful age, in consideration of being permitted to participate in bicycle tour, that can include: cycling, lodging, tent set up/take down and transportation, operated by the Releasee, WAIVE, RELEASE, and DISCHARGE the Releasee, his heirs, executors, administrators, legal representatives and assigns from all liability for or by reason of any damage, loss or injury to person and property, even injury/sickness resulting in the death of the Releasor, which has been or may be sustained in consequence of the Releasor's participation in the activity described above, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Releasee. Releasor is responsible for all damage caused to hotel room.

I hereby acknowledge and agree that I have carefully read this Waiver and Release agreement, that I fully understand same, and that I am freely and voluntarily executing same.

By signing this release I will be forever prevented from suing or otherwise claiming against the Releasee for any property loss or personal injury that I may sustain while participating in or preparing for the above noted activity.

I understand that I would not be permitted to participate in the above noted activity unless I signed this Waiver and Release agreement.

I understand that this Waiver and Release agreement is binding on me, my spouse, my heirs, my executors, administrators, personal representatives and assigns.

I acknowledge that I do not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent me from participating in the above mentioned activity.

This release contains the entire agreement between the parties to this release and the terms of this release are contractual and not a mere recital.

This Waiver and Release Agreement will be construed in accordance with and governed by the laws of the State of Michigan, and it is acknowledged by the Releasor to be as broad and inclusive as permitted by the laws of this jurisdiction.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEE(S).

SIGNATURE (the Releasor)

DATE _____