

TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the "Agreement") are being entered into between me, the participant, and Velo View Bike Tours, LLC ("Velo View"). This Agreement is in connection with my participation in The Monkey Town Masher operated and hosted by Velo View (the "bike ride"). This Agreement is hereby incorporated into, and forms a material part of, the registration form for the bike ride that I have completed on the Velo View website ("registration form"). In consideration of my participation in the bike ride and as indicated by my checking the box on the registration form, I do hereby acknowledge and agree in full to the following terms and conditions.

REPRESENTATIONS AND RELEASE

By checking the box on the registration form regarding this Agreement, I am representing to Velo View that I have read, understood and irrevocably agreed to all of the terms and conditions of my registration form, the bike ride and this Agreement. I further represent to Velo View the following statements:

1. I understand that the bike ride will require physical conditioning. I represent that I am in sound medical condition capable of participating in the bike ride and that I do not currently suffer from, nor do I expect to suffer from, any physical or mental condition that would impair my ability to fully and safely participate in the bike ride and all related services and activities. I have not been advised against participation in the bike ride by a qualified health professional. I agree that I will be solely responsible for my health and safety. I will ride safely within the limits of my own abilities, my equipment and the riding conditions.
2. I agree to abide by all verbal and written rules and regulations of Velo View, including the requirement to wear a bike helmet and to obey all traffic laws, generally accepted rules of safety and behavior (both on and off the bicycle), and other applicable laws, rules and regulations. I will at all times respect the rights and privacy of other participants of the bike ride and will not engage in any illegal or inappropriate behavior with respect to the other participants.
3. Acknowledging that riding a bike inherently involves certain risks, I HEREBY FOREVER IRREVOCABLY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS VELO VIEW, ITS OFFICERS, MEMBERS, OWNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, VENDORS, GUIDES, VOLUNTEERS and the respective successors and assigns of all of the foregoing (collectively, "Releasees") from any and all lawsuits, claims, damages, losses, liabilities, costs, personal injury or property damage or death (collectively, "Losses") that I may suffer or incur directly or indirectly arising out of or relating in any respect to my attending or participating in the bike ride or any activities, travel, products or services provided by any Releasees in connection therewith. This waiver and release shall include, without limitation, any Losses which may be (a) caused by any act, or failure to act, by Releasees even if any Losses result from the negligence of any or all of the Releasees, or (b) sustained by me before, during or after the bike ride.
4. I agree to indemnify, defend and hold harmless Releasees, and each one of them, for all Losses, including, without limitation, attorneys' fees and costs, arising from or relating in any respect to my participation in the bike ride or my breach of this Agreement. This provision will apply regardless of whether or not the Losses, attorneys' fees and/or costs arise out of the negligence of any of the Releasees.
5. I agree that this Agreement 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 bike ride and to release Releasees from any and all liabilities to the maximum extent permitted by law.

PROMOTIONAL RIGHTS

As part of this Agreement, and for no additional consideration or agreement, I hereby consent to Velo View's use of my name, image and likeness, for promotional purposes, including, without limitation, photographs and video arising out of my participation in the bike ride.

DISCLAIMER; LIMITATION OF LIABILITY

I hereby acknowledge that Velo View makes no representations, warranties or guarantees of any kind regarding the bike ride, any personal results thereof, and any materials, products or services offered by Velo View or any third party in connection therewith. Velo View hereby disclaims all express and implied representations, warranties and guarantees, including, without limitation, all warranties of merchantability and fitness for a particular purpose, to the fullest extent permitted by applicable law. In no event will Velo View be liable to me for any special, incidental, punitive, indirect or consequential damages, whether based on breach of contract, tort (including negligence) or otherwise, whether or not Velo View has been advised of the possibility of such damage.

MISCELLANEOUS MATTERS

I understand that Velo View reserves the right to refuse a bike ride participant, or remove from the bike ride, any person it judges in its sole and absolute discretion 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 bike ride by others or for any other reason in its sole and absolute discretion. Velo View reserves the right to make route and other modifications as required or desirable to improve the ride quality and/or to accommodate the comfort and well-being of participants.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Tennessee without reference to conflict of laws principles or any other laws, rules, regulations or statutes that may result in the application of the laws of any jurisdiction other than the State of Tennessee. Any disputes or enforcement under this Agreement may be brought in the state courts and the Federal courts located in Chattanooga, Tennessee, and the parties hereby consent to the personal jurisdiction and venue of these courts.

This Agreement may not be amended except by a writing signed by both parties hereto. Neither this Agreement, nor any of the terms or conditions hereof, may be assigned or transferred by me without the prior written consent of Velo View. This Agreement shall survive notwithstanding completion of the bike ride or any termination or cancellation thereof, or removal of my participation therefrom, regardless of the reason.

Knowing and Voluntary Execution

This Agreement is the complete and exclusive agreement between me and Velo View with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties. 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 agree to 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.

