

# WAIVER ~ statement of risks and client responsibilities

Name(s) and age(s) of participant(s): \_\_\_\_\_

\_\_\_\_\_

Specific package & dates: \_\_\_\_\_

Moab lodging: \_\_\_\_\_

Person(s) and phone number(s) to notify in case of emergency: \_\_\_\_\_

\_\_\_\_\_

1. I, the undersigned participant, being eighteen years or older, or the legal guardian of participants under the age of eighteen, in consideration of services rendered by Dreamride LLC, do hereby waive on my behalf and that of my heirs, any and all claims, causes of actions, or demands of any kind against Dreamride LLC, its employees, officers, and agents for any injuries, death, illness, or material loss that may occur from participation by myself and those under my legal guardianship in any activities led, guided, or instructed by Dreamride officers, agents, and/or employees, and through use of Dreamride rental equipment.
2. I understand that recreational endeavors such as mountainbiking, skiing, swimming, canyoneering, and hiking are, by nature, inherently dangerous and that with each of these activities comes risk of injury or death. I understand and agree that for the duration of the above mentioned tour I am fully responsible for my health and safety, as well as the health and safety of above mentioned minor(s) under my legal guardianship, and I accept and assume all responsibility for injury, death, or property damage arising from participation in these activities and through use of Dreamride rental equipment.
3. My participation in Dreamride tours and rentals is purely voluntary and I elect to do so in spite of risks. These risks include, but are not limited to, the following dangers: 1. Latent or apparent defects in equipment; 2. Use and operation of equipment; 3. Rugged remote conditions, primitive trails, rocky ground, cliffs, steep grades, vertical exposure, sharp turns, motor vehicles; 4. Weather conditions creating slippery trails, lightning, and risks of exposure; 5. Illness due to dehydration, heat exhaustion, hypothermia, fatigue, etc.; 6. Dangerous wildlife such as jagged junipers, cacti, poison ivy, scorpions, bees, wasps, poisonous snakes, etc..
4. I understand and acknowledge that no medical benefits will be provided to me during this event. I certify that I (or those under my guardianship) am/are in good physical condition and have no maladies that impair motor skills, endurance, or could hinder or effect in any way emergency medical attention. I have no allergies to bee stings, animals, plants, or substances that I may come in contact with on this tour. I carry personal accident insurance sufficient to cover property damage and/or bodily injury that may occur to myself and/or any of the above mentioned minor(s) under my legal guardianship, or I am capable of personally paying for any and all such expenses or liability. I understand that I am fully responsible for search and rescue charges should the need arise during this event.
5. \_\_\_\_\_ Initial at time of tour. I have inspected rental equipment and deem it safe for use. I warrant that I have received instruction in the safe and proper use of the equipment listed on this form. I hereby state that I understand how to use the brakes and shifting mechanisms on listed rental bike(s). I understand that rental bicycles are equipped for daytime use only and any use of the bicycle after dark is at my own risk.
6. I accept full responsibility for any loss or damage to rental equipment beyond normal wear. I understand that, upon return of rental equipment, damage assessed by Dreamride to be caused by negligence, accident, or abuse requires immediate payment in full to cover replacement parts and labor. I further agree that any adjustments performed by myself on said equipment are subject to readjustment by Dreamride at my expense.
7. ***I am aware of the following conditions on bike rental and \*tour cancellation policies:*** A. All rental fees and tour fares are in advance; B. There is an additional cleaning fee of \$15 for a bike returned in muddy condition; C. Rental bikes must be returned immediately after completion of each daily ride; **D. All deposits and fees are not refundable; E. Absolutely no refunds for no-shows or late arrivals; F. There are no refunds for cancellation of day tours for any reason except weather. All decisions regarding weather cancellation are made by Dreamride staff only. G. There is a 50% refund on vacation packages if canceled from 45 to 65 days prior to departure and there are NO REFUNDS ON MULTI-DAY PACKAGES IF CANCELED LESS THAN 45 DAYS BEFORE DEPARTURE DATE.**

\*If you are worried about loss of monies due to cancellation, you may purchase cancellation insurance from a local travel agent.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_