

DETROIT  
HISTORICAL  
SOCIETY



# Bike Tour Waiver, Terms and Conditions

## **ACKNOWLEDGEMENT, WAIVER & RELEASE FROM LIABILITY**

I agree to comply with all road rules and regulations, and all lawful instructions and directions of The Detroit Historical Society (“DHS”), its directors, officers, employees, contractors, and volunteers (collectively the Organizer) during the tour organized by DHS (the Tour). If I fail to comply with the road rules and regulations, and instructions and/or directions of the Organizer, I will not be permitted to ride or continue to ride.

- I realize the importance of wearing a helmet and I hereby commit to wearing a helmet at all times while riding the bicycle.
- I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions
- I understand how to operate the bicycle’s gears and brakes and I am capable of operating the bicycle safely on city streets.
- I commit to stay on the course lead by the tour guide and to abide by all directions given by the tour guide, as well as the rules of the road.
- I agree to grant The Detroit Historical Society worldwide royalty free license to use my photographic, video, or digital likeness solely for promotional and / or commercial purposes.

I acknowledge that cycling can be an inherently dangerous activity. I recognize that there are risks and hazards specifically associated with this activity, including the possibility of injury and death and loss and damage both to myself and my possessions. I therefore release the Organizer of any liability resulting from injury, death, loss or damage during the Tour.

I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during any cycling activity. I understand that riding while impaired is not allowed and I accept full responsibility for injury, loss or damage arising from consumption of alcohol or any mind-altering substance.

I also understand that I should be in good physical health to participate in the Tour. I choose to participate in the bike tour in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of riding this bicycle and participating in the Tour. I understand the inherent risk involved in using this equipment; accept full responsibility for any and all such damage or injury which may result.

If I suffer any injury or illness, I agree that the Organizer may provide evacuation, first aid and/or medical treatment at my expense and my acceptance hereof constitutes my consent to such evacuation, first aid and/or medical treatment.

I acknowledge that I have sole responsibility for my personal possessions and sporting equipment during the Tour. I acknowledge that if the Organizer performs any repairs or work on my bicycle or other equipment the Organizer does not offer any guarantee in respect of that work.

In consideration of The Detroit Historical Society conducting this Tour, for myself, my executors, administrators, heirs, next-of-kin, successors and assigns, I hereby:

(a) waive and release all claims I may have against the Organizer or any one or more of their executors, administrators, heirs, next-of-kin, successors and assigns including any or all claims for injury, loss or damages caused by negligence of any of the above arising out of my participation in the Tour, together with any costs including legal fees that may be incurred as a result of such claim whether valid or not; and

(b) indemnify and hold harmless the releases and each of them against any such claim that I or any one or more of my executors, administrators, heirs, next-of-kin, successors and assigns may have or assert and against any costs including legal fees with respect thereof

(c) acknowledge that if I were to assert a claim such claim would be subject to the exclusive jurisdiction of the laws of the State of Michigan.

**I acknowledge that I have read this assumption of risk.** I fully understand its terms and that I have given up substantial rights by agreeing to it. I accept this document freely and voluntarily without any inducement made to me. I agree that this release and waiver is intended to be a broad and inclusive as permitted by the laws of the State of Michigan and that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have read and agree to the Detroit Historical Society Waiver & Release from Liability and declare that I am at least 18 years of age, or older, on the day of the tour.

Signature \_\_\_\_\_

On Behalf of \_\_\_\_\_

(Minor Child)

Date \_\_\_\_\_

Print Name \_\_\_\_\_

**SEPARATE WAIVER REQUIRED FOR EACH PARTICIPANT**