

****PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING****

NAME OF RIDER (please print) _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP CODE** _____

DETOURS WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____ (please enter given name), my heirs, executors, administrators, successors and assigns do hereby agree to release, acquit, hold harmless, indemnify and forever defend and discharge DeTours Touring LLC (hereinafter referred to as "DeTours") and its staff, directors, agents, officers, volunteers, employees, representatives, heirs, executors, administrators, successors and assigns, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the DeTours' tour and use of Segway, and any affiliated DeTours event, and in any and all event(s) in which DeTours is present and/or participating (hereinafter individually or collectively referred to as "Events"), takes place, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, taxes, fees, expenses and compensations whatsoever, which I now have, had or which may hereafter accrue on account of or in any way stemming from or relating to my presence at and/or participation in Events, on this date, or any future date.

EXPRESS ASSUMPTION OF RISK

I UNDERSTAND THAT I TAKE FULL RESPONSIBILITY FOR MY ACTIONS WHILE PRESENT AT AND/OR PARTICIPATING IN THIS AND/OR ANY DETOURS EVENTS, AND THAT I AM PRESENT AND/OR PARTICIPATING AT MY OWN RISK. I am aware that using a Segway is a potentially hazardous activity and that the risks of riding a Segway are numerous and include, but are not limited to, the following: death, paralysis, head injuries, broken bones, cuts, scrapes, damages to equipment, gear and clothing and causing damage to and/or injuring others, encountering unpredictable terrain, falling, loss of control, encounters with trees, limbs, brush, sidewalks, cars, structures and/or other man made or naturally occurring obstacles. **I KNOWINGLY AND FREELY ASSUME THESE RISKS, BOTH KNOWN AND UNKNOWN, IDENTIFIED AND UNIDENTIFIED, ANTICIPATED OR UNANTICIPATED, AND I ASSUME FULL RESPONSIBILITY FOR MY PRESENCE AND/OR PARTICIPATION IN ANY OF THESE EVENTS.**

I understand and acknowledge that no medical insurance coverage or benefits will be provided to me during or after the Segway tour or related events. I affirm that I have medical insurance or personal financial sources sufficient to cover the cost of transportation and/or medical treatment that I may require, and agree to pay such expenses incurred on my behalf.

CONDITIONS AND REPRESENTATIONS

I will act in a manner which is respectful of my own safety and the safety of others. I understand and agree that I must not ride the Segway if I am under the influence of alcohol or drugs, otherwise impaired or pregnant. I also understand and agree that I am within the weight limits set for this Segway tour which is between 90 and 265 lbs.

I have made no misrepresentations to DeTours, in any regard, including, but not limited to, my height, weight, age, abilities, or Segway rider ability. All instructions for the use of any Segway equipment ("Equipment") have been made clear to me, and I fully understand how to use the "Equipment". I accept the "Equipment" for use as is, and accept full responsibility for the care of the "Equipment" while it is in my possession. I have a helmet or one has been provided to me and I will wear a helmet at all times.

The Segway loaned to me by DeTours is working properly. I am physically and mentally able to ride the Segway and I am familiar with the physical and mental requirements and risks involved. I will read and follow all instructions and signs. I agree that DeTours may revoke and/or confiscate my authorization to ride and prevent my use of the "Equipment" for unsafe or rude conduct or failure to obey the instructions.

I agree that I am fully responsible for all damage or loss to the Segway and agree to pay for all repairs or for the replacement cost of the unit if lost, stolen or damaged.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS DETOURS, its staff, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Events takes place (each considered one of the "Releasees" herein) from all liability, claims demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the Releasees named above, **I WILL DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COSTS THAT MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.**

I understand that by my presence on this Segway tour or related events, I consent to being photographed and/or filmed, and to the use of these images for promotional purposes by DeTours and its assigns, without compensation.

I am not relying on any statements made to me to the contrary in order to induce me to sign this General Waiver of Claims, Release of Liability, Assumption of Risk and Indemnity Agreement. In making this Release it is understood and agreed, that this release is made without reliance upon any statement or representation of the party or

parties hereby released or its representatives. In executing this Release, I recognize that all damages, known and unknown are released and waived. Any and all claims which may be assigned or which may be the subject of subrogation are also released and waived. I further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital. I agree that if any portion of this agreement is held to be invalid that the balance, notwithstanding, shall continue in full force and effect.

THE UNDERSIGNED HAS READ THE FOREGOING GENERAL WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND FULLY UNDERSTANDS IT.

S/ _____
Signature of Adult Participant Name of Adult Participant (Please Print) Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____
Signature of Parent or adult legal Guardian if Name of Parent or adult legal Guardian (Please Print) Date
Participant is a Minor, and by their signature,
they on my behalf release all claims that both they and I have

Name of Minor (Please Print)

****PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING****

NAME OF RIDER (please print) _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP CODE** _____

DETOURS WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____ (please enter given name), my heirs, executors, administrators, successors and assigns do hereby agree to release, acquit, hold harmless, indemnify and forever defend and discharge DeTours Touring LLC (hereinafter referred to as "DeTours") and its staff, directors, agents, officers, volunteers, employees, representatives, heirs, executors, administrators, successors and assigns, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the DeTours' tour and use of bike, and any affiliated DeTours event, and in any and all event(s) in which DeTours is present and/or participating (hereinafter individually or collectively referred to as "Events"), takes place, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, taxes, fees, expenses and compensations whatsoever, which I now have, had or which may hereafter accrue on account of or in any way stemming from or relating to my presence at and/or participation in Events, on this date, or any future date.

EXPRESS ASSUMPTION OF RISK

I UNDERSTAND THAT I TAKE FULL RESPONSIBILITY FOR MY ACTIONS WHILE PRESENT AT AND/OR PARTICIPATING IN THIS AND/OR ANY DETOURS EVENTS, AND THAT I AM PRESENT AND/OR PARTICIPATING AT MY OWN RISK. I am aware that using a bike is a potentially hazardous activity and that the risks of riding a bike are numerous and include, but are not limited to, the following: death, paralysis, head injuries, broken bones, cuts, scrapes, damages to equipment, gear and clothing and causing damage to and/or injuring others, encountering unpredictable terrain, falling, loss of control, encounters with trees, limbs, brush, sidewalks, cars, structures and/or other man made or naturally occurring obstacles. **I KNOWINGLY AND FREELY ASSUME THESE RISKS, BOTH KNOWN AND UNKNOWN, IDENTIFIED AND UNIDENTIFIED, ANTICIPATED OR UNANTICIPATED, AND I ASSUME FULL RESPONSIBILITY FOR MY PRESENCE AND/OR PARTICIPATION IN ANY OF THESE EVENTS.**

I understand and acknowledge that no medical insurance coverage or benefits will be provided to me during or after the bike tour or related events. I affirm that I have medical insurance or personal financial sources sufficient to cover the cost of transportation and/or medical treatment that I may require, and agree to pay such expenses incurred on my behalf.

CONDITIONS AND REPRESENTATIONS

I will act in a manner which is respectful of my own safety and the safety of others. I understand and agree that I must not ride the bike if I am under the influence of alcohol or drugs, otherwise impaired or pregnant. I also understand and agree that I am within the weight limits set for this bike tour which is between 90 and 265 lbs.

I have made no misrepresentations to DeTours, in any regard, including, but not limited to, my height, weight, age, abilities, or bike riding ability. All instructions for the use of any bike equipment ("Equipment") have been made clear to me, and I fully understand how to use the "Equipment". I accept the "Equipment" for use as is, and accept full responsibility for the care of the "Equipment" while it is in my possession. I have a helmet or one has been provided to me and I will wear a helmet at all times.

The bike loaned to me by DeTours is working properly. I am physically and mentally able to ride the bike and I am familiar with the physical and mental requirements and risks involved. I will read and follow all instructions and signs. I agree that DeTours may revoke and/or confiscate my authorization to ride and prevent my use of the "Equipment" for unsafe or rude conduct or failure to obey the instructions.

I agree that I am fully responsible for all damage or loss to the bike and agree to pay for all repairs or for the replacement cost of the unit if lost, stolen or damaged.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS DETOURS, its staff, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Events takes place (each considered one of the "Releasees" herein) from all liability, claims demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I or anyone on my behalf makes a claim against any of the Releasees named above, **I WILL DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE OR COSTS THAT MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.**

I understand that by my presence on this bike tour or related events, I consent to being photographed and/or filmed, and to the use of these images for promotional purposes by DeTours and its assigns, without compensation.

I am not relying on any statements made to me to the contrary in order to induce me to sign this General Waiver of Claims, Release of Liability, Assumption of Risk and Indemnity Agreement. In making this Release it is understood and agreed, that this release is made without reliance upon any statement or representation of the party or

parties hereby released or its representatives. In executing this Release, I recognize that all damages, known and unknown are released and waived. Any and all claims which may be assigned or which may be the subject of subrogation are also released and waived. I further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital. I agree that if any portion of this agreement is held to be invalid that the balance, notwithstanding, shall continue in full force and effect.

THE UNDERSIGNED HAS READ THE FOREGOING GENERAL WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND FULLY UNDERSTANDS IT.

S/ _____
Signature of Adult Participant Name of Adult Participant (Please Print) Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

S/ _____
Signature of Parent or adult legal Guardian if Name of Parent or adult legal Guardian (Please Print) Date
Participant is a Minor, and by their signature,
they on my behalf release all claims that both they and I have

Name of Minor (Please Print)

****PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING****

NAME OF RUNNER (please print) _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP CODE** _____

DETOURS WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____ (please enter given name), my heirs, executors, administrators, successors and assigns do hereby agree to release, acquit, hold harmless, indemnify and forever defend and discharge DeTours Touring LLC (hereinafter referred to as "DeTours") and its staff, directors, agents, officers, volunteers, employees, representatives, heirs, executors, administrators, successors and assigns, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the DeTours' tour, and any affiliated DeTours event, and in any and all event(s) in which DeTours is present and/or participating (hereinafter individually or collectively referred to as "Events"), takes place, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, taxes, fees, expenses and compensations whatsoever, which I now have, had or which may hereafter accrue on account of or in any way stemming from or relating to my presence at and/or participation in Events, on this date, or any future date.

EXPRESS ASSUMPTION OF RISK

I UNDERSTAND THAT I TAKE FULL RESPONSIBILITY FOR MY ACTIONS WHILE PRESENT AT AND/OR PARTICIPATING IN THIS AND/OR ANY DETOURS EVENTS, AND THAT I AM PRESENT AND/OR PARTICIPATING AT MY OWN RISK. I am aware that running is a potentially hazardous activity and that the risks of running are numerous and include, but are not limited to, the following: death, heart attack, paralysis, head injuries, broken bones, cuts, scrapes, causing damage to and/or injuring others, encountering unpredictable terrain, falling, encounters with trees, limbs, brush, sidewalks, cars, structures and/or other man made or naturally occurring obstacles. **I KNOWINGLY AND FREELY ASSUME THESE RISKS, BOTH KNOWN AND UNKNOWN, IDENTIFIED AND UNIDENTIFIED, ANTICIPATED OR UNANTICIPATED, AND I ASSUME FULL RESPONSIBILITY FOR MY PRESENCE AND/OR PARTICIPATION IN ANY OF THESE EVENTS.**

I understand and acknowledge that no medical insurance coverage or benefits will be provided to me during or after the running tour or related events. I affirm that I have medical insurance or personal financial sources sufficient to cover the cost of transportation and/or medical treatment that I may require, and agree to pay such expenses incurred on my behalf.

CONDITIONS AND REPRESENTATIONS

I will act in a manner which is respectful of my own safety and the safety of others. I understand and agree that I must not run if I am under the influence of alcohol or drugs, otherwise impaired or pregnant.

I have made no misrepresentations to DeTours, in any regard, including, but not limited to, my height, weight, age, abilities, or health.

I am physically and mentally able to run and I am familiar with the physical and mental requirements and risks involved. I will read and follow all instructions and signs. I agree that DeTours may revoke my authorization to run in the Events for unsafe or rude conduct or failure to obey the instructions.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

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I am not relying on any statements made to me to the contrary in order to induce me to sign this General Waiver of Claims, Release of Liability, Assumption of Risk and Indemnity Agreement. In making this Release it is understood and agreed, that this release is made without reliance upon any statement or representation of the party or parties hereby released or its representatives. In executing this Release, I recognize that all damages, known and unknown are released and waived. Any and all claims which may be assigned or which may be the subject of subrogation are also released and waived. I further declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital. I agree that if any portion of this agreement is held to be invalid that the balance, notwithstanding, shall continue in full force and effect.

