



Cicloposse Bike Tour Operator www.cicloposse.com
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via I Maggio 27, Pienza – Siena – Tuscany - Italy

Release of Liability, Assumption of Risk & Indemnification Agreement

Trip and Associated Risks: I have chosen to participate in the above referenced trip (hereinafter referred to as “the Trip”), which is organized by Cicloposse bike tour

Responsibility: Clients are responsible for selecting a tour suitable for their athletic ability. They are responsible for reading all pre-trip materials, informing us of any medical or dietary restrictions, signing our release form prior to the start of their tour, and obeying all safe biking rules. CICLOPOSSE reserves the right to decline or withhold service to any person who, for physical or other reasons, is deemed unfit for the trip. Every care will be taken to respect your luggage at all times. However, CICLOPOSSE is not responsible for damage, loss or theft of your personal belongings.

Acknowledgement of Risk: I understand that participation in adventure activities such as cycling entails known and unanticipated risks that could result in injury or damages to me, to property, or to third parties. I acknowledge that such risk cannot be eliminated without jeopardizing the essential qualities of the activities. While reasonable measures (such as site inspections and planning of best routes possible, safety briefings and recommendations) will be taken, accidents may occur. The risks of these activities include traffic accidents, physical injuries, and, in extreme cases, even death. These may be caused by falls, collisions and close contact with other participants and fixed objects and vehicles. I acknowledge this risk in the activity that I will embark on.

Fit to Participate: I understand that all of the program activities are strictly voluntary and that Cicloposse Bike tours does not make a determination of my fitness. I hereby declare that I am reasonably fit to embark in this activity as described in the information received. Failure to disclose relevant information may result in harm to myself and/or others during an event. I represent and warrant that I have provided all materials and important information to Cicloposse Bike tours pertaining to my medical, mental, and physical condition related to my participation in the activity. I agree to assume and bear the costs of all risks that may be created, directly or indirectly, by any medical condition that I may have.

I also understand that blatant refusal or failure to follow safety recommendations or actions on my part that endanger or gravely disturb other members of the group may lead to my removal from the group or activity. Discretion is left entirely to Cicloposse Bike tours to determine whether and when removal is appropriate.

Bicycle: I hereby declare that I acknowledge have the necessary experience to use the bicycle that is being provided to me, and that I have tested and checked its working condition. You will be responsible for the bicycle once you take possession of it. Excellent bikes and equipment are provided: we will ask for your measurements to insure that you get the most suitable bike possible, we strongly recommend you book as early as possible.

I will notify Cicloposse Bike tours immediately of any malfunctions, breakages or theft of the bicycle(s). I declare that the bicycle(s) will not be used improperly and that I will personally redeliver it/them to Cicloposse.

I understand that I am responsible in case of damage or theft of the bicycle, except in the case that I can demonstrate other's faults with evidence and all necessary information for reimbursement. In case of theft, I will be responsible for reimbursing Cicloposse Bike tours for the original purchase price of the bike

Safety: I understand that Cicloposse Bike tours requires me to wear a helmet while cycling and that bicycles are provided without safety devices such as lights, so can only be ridden from sunrise to sunset.

I understand that I am required to abide by Italian rules of the road as written in the “Rules of the Road” legal Italian Code , including respecting traffic rules, not cycling while under the influence of alcohol, not cycling while using a cellular phone and not cycling with headphones. Any infractions to the national rules of the road are my responsibility, including paying fines, fees or bicycle impoundment costs for retrieving the bicycle/s.

Trip Insurance: Cicloposse Bike tours is covered by civil liability insurance through Allianz. I understand that I am expected to have my own medical and travel insurance - CICLOPOSSE strongly recommends cancellation and accident insurance to prevent any losses in case of illness, accident or otherwise. It is the responsibility of the client to apply directly to the insurance company. Please purchase trip cancellation insurance, **in your country of residence**, in case an illness forces you to cancel or depart early from a trip.

Photographs: I agree that Cicloposse may use, re-use and reproduce any images, photos or videos that I send, or that are taken by their staff and/or other travelers of me individually or in a group, in any medium, including but not limited to print, electronic media, or Internet, free of charge and without my right to inspection, for promoting and publicizing Cicloposse Bike tours travel products and services worldwide

Liability Release: Cicloposse and its representatives act only in the capacity of tour operators land transportation, sightseeing and hotels which provide services included in the specified tour. The individual tour participant agrees that Cicloposse and its representatives shall not be liable for any injury, damage, loss, accident, delay, or irregularity, liability or expense to person or property due to any act of default of hotel, land transportation carrier, restaurant supplier or other contractor rendering or providing services. Cicloposse and its representatives shall not be responsible for any expense or liability resulting from labor disputes, war, acts of terrorism, government restraints, weather conditions, sickness, pilferage or any other cause beyond their control. Cicloposse and its representatives reserve the right to accept, or to retain or refuse any person as a participant of any tour or to cancel any program of a tour if circumstances so demand.

I have and do hereby fully assume all risk of illness, injury, or death and hereby release CICLOPOSSE from all actions, claims, or demands for damages resulting from my participation on the trip. I agree that the foregoing obligation shall be binding upon me personally, as well as upon my heirs, executors and administrators and all members of my family, including any minors accompanying me. I have had sufficient opportunity to read this entire document and I agree to be bound by their terms.

I have fully informed myself of the contents of this agreement by reading it before accepting it. No oral representations, statements or other inducements to agree this release have been made apart from what is contained in this document.