TAILWIND TOURS INC RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing this agreement.

Express Assumption of Risk Associated with Tailwind Tours Inc. and Related Activities

I, _____, do hereby affirm and acknowledge that I have been fully informed of the inherent risks associated with
(Please print first and last name)
Tailwind Tours Inc, transportation of equipment related to its activities, traveling to and from activity sites, and the activities in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury including broken bones, head, neck or back injuries, cuts and abrasions, and risk of death or disability.
2. Falling off my bicycle, striking any person or object, or being struck by another cyclist or vehicle.
3. Terrain changes, rocks, gravel, stumps, roots, animals, debris, fences, posts, trees, light poles, curbs, signs, buildings, roads, walkways, ramps, half pipes, jumps, padded and non-padded barriers, other persons, and other natural and/or man-made hazards.
4. Exposure to outdoor elements, including but not limited to inclement weather, lightning, wind, rain, hail, heat, cold, temperature changes and any and all other weather conditions which may cause exhaustion, stroke, sunburn, hypothermia, dehydration or any other physical or mental discomfort.
5. Possible malfunction of my own or others' bicycle and/or equipment.
6. My own and others' negligence, including employees, agents, independent contractors or representatives of Tailwind Tours Inc.
7. Attack by or encounters with insects, reptiles, and/or animals.
8. Accidents or illnesses occurring in remote places where there are no readily available medical facilities.
9. Fatigue, chill, dizziness or other condition, voluntarily induced or otherwise, which may diminish my reaction time and increase the risk of accident.
10. My sense of balance, physical coordination and ability to understand and follow directions.

I UNDERSTAND THAT THE ABOVE LANGUAGE IS NEITHER EXHAUSTIVE NOR COMPLETE AND THAT MANY UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS OR DEATH AND ARE INHERENT RISKS IN THE ACTIVITIES IN WHICH I AM TO ENGAGE WITH TAILWIND TOURS.

I agree that I will wear a Snell or ANSI-approved helmet at all times. I also understand and acknowledge that a helmet cannot protect me against all potential head injuries or prevent injury to my face, neck or spinal cord.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for permission to participate in any and all Tailwind Tours Inc.-related activities, I agree, acknowledge and understand that:

1. I hereby release and hold harmless Tailwind Tours Inc, its owners, officers, directors, representatives, volunteers, employees, agents, contractors, and successors and assigns (the "Company") with respect to any and all injury, disability, death or loss or damage to person or property whether caused by negligence or otherwise.
2. I hereby release the Company from liability and responsibility whatsoever and for ay claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have to personal injury, property damage or wrongful death arising from the above activities whether caused by active or passive negligence of the Company or otherwise. By executing this document, I agree to hold the Company harmless and indemnify it in conjunction with any injury, disability, death or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the Company other than what is set forth in this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this agreement is found to be unenforceable, the remaining terms shall be in full force and effect.

I HAVE READ THIS AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____	_____	_____
Signature of participant	Printed name of participant	Date

Address _____ Telephone _____

City, State, Zip _____ Email _____

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as parent or legal guardian with legal responsibility for this minor participant, do consent and agree not only to his/her release of the Company, but also to release and indemnify the Company from any and all liabilities incident to his/her involvement in the activities for myself, my heirs, assigns and survivors.

_____	_____	_____
Signature of minor's parent or adult legal guardian, which signature releases all claims of minor and/or signor	Printed name of parent or adult legal guardian	Date