

**SHUTTLEGUY TOURS THEATER AND ART RIDE
RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

PARTICIPANT INFORMATION	
Name: _____	Address: _____
If minor, name of parent or guardian: _____	_____
Today's Date: _____	Date of Birth: _____

THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("Agreement") is entered into by the undersigned participant ("Participant") on the date written below.

ShuttleGuy Tours, LLC ("STours") is the organizer of the ShuttleGuy Tours Theater and Art Ride (the "Event"), a multi-day bicycle touring event. The Participant has requested that STours permit him/her to participate in the Event and STours is willing to do so in consideration of, among other things, the Participant, on behalf of himself, his personal representatives, heirs, and next of kin, consenting to the following terms and conditions:

1. **Health Risks.** The Participant represents and warrants that he or she (i) is in sufficient physical condition to undertake the Event; (ii) has no knowledge of any disability, impairment or ailment that would be detrimental to his or her health, safety, comfort or condition if he or she participates in the Event; (iii) understands that the Event takes place in an environment that may be hazardous and which may present a significant risk of physical harm or even death; (iv) understands there are significant risks associated with participation in the Event, including, without limitation, risk of physical or emotional injury, trauma, death, the tortious acts of other participants, equipment failure, inadequate safety equipment, the effects of weather including extreme temperature or conditions, traffic, contact with motor vehicles of all types and descriptions, collision with other riders or fixed objects, the condition of the road, theft, camping-related injuries, or exposure to other hazards; and (v) understands that STours does not provide emergency health care in the event of an injury or adverse health event related to the Event or otherwise.
2. **Release and Waiver.** THE PARTICIPANT HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE STOURS, EVENT SPONSORS, PARTICIPATING ORGANIZATIONS, EVENT OFFICIALS, APPLICABLE EMERGENCY AND SUPPORT PERSONNEL, EVENT VOLUNTEERS AND ANY OF THE AFORESAID PARTYS' REPRESENTATIVES, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INSURERS, INSURANCE BROKERS AND SUCCESSORS (COLLECTIVELY, THE "RELEASEES") FROM ALL LIABILITY TO THE PARTICIPANT, HIS OR HER PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON, VALUABLES, OR OTHER PROPERTY OR RESULTING IN DEATH OF THE PARTICIPANT ARISING OUT OF OR RELATED TO THE EVENT WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL ACTS OF THE RELEASEES).
3. **Indemnification.** THE PARTICIPANT HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST HE OR SHE MAY INCUR ARISING OUT OF OR RELATED TO THE EVENT WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL ACTS OF THE RELEASEES).
4. **Assumption of Risk.** THE PARTICIPANT HEREBY ACCEPTS THE RISK AND ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE EVENT AND SERVICES WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL ACTS OF THE RELEASEES), AND FURTHERMORE ACKNOWLEDGES, PURSUANT TO THE RECREATIONAL ACTIVITIES STATUTE, WIS. STAT. § 895.525, THAT HE OR SHE HAS A RESPONSIBILITY TO ACT WITHIN THE LIMITS OF HIS OR HER ABILITY, TO HEED ALL WARNINGS REGARDING PARTICIPATION IN THE EVENT, TO MAINTAIN CONTROL OF HIS OR HER PERSON AND ANY APPLICABLE EQUIPMENT OR DEVICES, AND TO REFRAIN FROM ACTING IN ANY MANNER THAT MAY CAUSE OR CONTRIBUTE TO DEATH OR INJURY FOR HIMSELF OR HERSELF OR TO OTHER PERSONS.
5. **Opportunity to Bargain.** The Participant hereby acknowledges that prior to signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, he or she had the opportunity to contact a representative of STours to discuss and/or bargain regarding any of the terms set forth herein.
6. **Applicable Law.** The Participant hereby agrees that this Agreement shall be governed by the laws of the State of Wisconsin, regardless of Participant's domicile.

AS OF THE DATE WRITTEN ABOVE, I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature: _____ Date: _____
 Mail waiver to: ShuttleGuy Tours, LLC, PO Box 284, Dodgeville, WI 53533

**SHUTTLEGUY TOURS THEATER AND ART RIDE
CONSENT AND RELEASE OF PARENT OR GUARDIAN**

I am the parent or guardian of the child whose name is printed below (the "Child") and who signed the Agreement printed on the reverse of this page or previous page. My Child is fit for the Event, and I consent to my Child's participation. I have read and I understand the "Agreement" on the reverse side of this page or previous page. In consideration of the Organizer allowing my Child to participate, I consent to the terms of the Agreement and agree that its terms and conditions shall bind me, my Child, my heirs, my Child's heirs, legal representatives, and assignees.

AS OF THE DATE STATED ON THE AGREEMENT, I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES (AS DEFINED IN THE AGREEMENT) FROM EVERY CLAIM AND ANY LIABILITY THAT I OR MY CHILD MAY ALLEGE AGAINST THE RELEASEES (INCLUDING REASONABLE LEGAL FEES AND COSTS) AS A DIRECT OR INDIRECT RESULT OF INJURY OR DEATH TO ME OR MY CHILD BECAUSE OF MY CHILD'S PARTICIPATION IN THE EVENT (AS DEFINED IN THE AGREEMENT), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS. I PROMISE NOT TO SUE RELEASEES ON MY BEHALF OR ON BEHALF OF MY CHILD REGARDING ANY CLAIM ARISING FROM MY CHILD'S PARTICIPATION IN THE EVENT.

Print Child's Name

Signature of Parent or Guardian

Print Name of Parent or Guardian