

**TC Cycle Pub
Release of Liability and Assumption of Risk
and Photo Release**

In consideration of the services of TC Cycle Pub™, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “TC Cycle Pub™”), I hereby agree to release and discharge TC Cycle Pub™, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities involved in the use of any TC Cycle Pub™ service, both riding and pedaling, and non-riding and non-pedaling related, entail significant risks, both known and unknown, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties.
2. I express, agree and promise to accept and assume all of the risks existing in this activity, both known and unknown, whether caused or alleged to be caused by the negligent acts or omissions of TC Cycle Pub™ or its operators. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TC Cycle Pub™ from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of TC Cycle Pub™’s equipment and facilities, including any such claims which allege negligent acts or omissions of TC Cycle Pub™.
4. Should TC Cycle Pub™ or anyone acting on their behalf, be required to incur attorney’s fees at cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bare the cost of such injury or damage myself. I further certify that I have no medical or physical conditions that could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. I agree that the validity and enforceability of this Release of Liability and Assumption of Risk will be governed by the substantive law of Michigan.
7. I agree to abide by any and all of the rules set forth by the owners and operators of TC Cycle Pub™.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against TC Cycle Pub™ on the basis of any claim from which I have released them herein.

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT.
I HAVE READ AND UNDERSTAND IT AND I AGREE TO BE BOUND BY ITS
TERMS.**

**ADDITIONALLY, I GRANT PERMISSION TO TC CYCLE PUB, ITS
REPRESENTATIVES AND EMPLOYEES TO TAKE PHOTOGRAPHS OF ME AND
MY PROPERTY BEFORE, DURING AND AFTER THE SCHEDULED TOUR. I
AUTHORIZE TC CYCLE PUB, ITS ASSIGNEES AND TRANSFEREES TO
COPYRIGHT, USE AND PUBLISH THE SAME IN PRINT AND/OR
ELECTRONICALLY. I AGREE THAT TC CYCLE PUB MAY USE SUCH
PHOTOGRAPHS OF ME WITH OR WITHOUT MY NAME AND FOR ANY
LAWFUL PURPOSE, INCLUDING FOR EXAMPLE SUCH PURPOSES AS
PUBLICITY, ILLUSTRATION, ADVERTISING, AND WEB CONTENT.**

Name of TC Cycle Pub Driver _____ Today's Date ____/____/____

Group Leader

Last Name _____ First Name _____ Middle Initial ____

Mailing Address _____ Email _____

City _____ State _____ Zip _____

Signature of Group Leader _____ Today's Date ____/____/____

| Printed Name | Signature | Date |
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Parent's or Guardian's Additional Indemnification
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor")
being permitted by TC Cycle Pub™ to participate in its activities and to use its equipment
and facilities, I further agree to indemnify and hold harmless TC Cycle Pub™ of any and
all claims which are brought by, or on behalf of Minor, and which are in any way
connected with such use or participation by Minor.

Parent or Guardian Signature _____

Print Name _____ Date ____/____/____