

RELEASE OF LIABILITY

I realize that CYCLE THE ERIE CANAL and *CYCLE THE HUDSON VALLEY* (the "Tours") require physical conditioning, and I represent that I am in sound medical condition. I have no physical or medical condition that would endanger either myself or others.

I understand that bicycling can be a HAZARDOUS activity that has many dangers and risks, including injury, permanent paralysis or death resulting from accident or physical exertion. I understand that bicycling involves a risk of injury, that injuries are a common and ordinary occurrence of the sport, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist.

I accept responsibility for the condition of my bicycle and agree to abide by all rules of the Tours, including the wearing of a helmet at all times while bicycling on either of the tours, as well as all [NYS mandated COVID-19 restrictions and regulations](#).

I agree to PARKS & TRAILS NEW YORK using photographs or videos of me for promotional purposes.

I agree, for myself and on the behalf of my heirs, assigns, personal representatives and next of kin, as a consideration of, and in consideration for, being permitted to participate in either of the Tours, to freely and expressly assume and accept any and all risks, known and unknown, of injury or death to the rider, or property loss or damage, including injury, death, loss, or damage, of possible exposure to illness from infectious diseases including but not limited to MRSA, Influenza, and COVID 19. While particular rules and personal discipline may reduce this risk of serious illness, the possibility of death does exist; and I willingly agree to comply with the stated and customary terms and conditions for participation as regards to protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless PARKS & TRAILS NEW YORK their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the Tour, with respect to any and all illness, disability, death or loss of damage of person or property, whether or not arising from negligence of PARKS & TRAILS NEW YORK their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, to the fullest extent permitted by law.

I agree to release the sponsors and promoters of the Tours, including PARKS & TRAILS NEW YORK and their respective agents, directors, officers and employees from any and all responsibility or liability for illness, injuries or damages, which result, either directly or otherwise, from my participation in either of the Tours. I agree not to make a claim against or sue PARKS & TRAILS NEW YORK or other sponsors or affiliated organizations for illness, injuries or damages related to bicycling and/or other activities during the Tours.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.