Shuttle, Parking & Transport Release — Cycle the Erie Canal & Cycle the Hudson Valley 2027

About This Release

This Release is required for anyone who reserves a PTNY shuttle seat, bicycle transport, or a space in a Tour parking lot. It applies to each shuttle, bicycle truck, and parking lot the Participant reserves for the 2027 Tours, as recorded with the Participant's registration.

1. Definitions

1.1 "PTNY" means Parks & Trails New York, Inc. **"CCSD"** means CCSD Sport Event, PTNY's contracted tour director.

1.2 "Tours" means Cycle the Erie Canal 2027 and Cycle the Hudson Valley 2027.

1.3 "Services" means the shuttle buses, bicycle trucks and trailers, and Tour parking lots that PTNY offers for the Tours, and the staging, loading, and unloading areas used with them.

1.4 "Tour Staff" means PTNY and CCSD employees and contractors, the Ride Director, and those they designate, including mechanics and volunteers assisting with the Services.

1.5 "Participant" or "I" means the person signing this Release.

1.6 "Released Parties" means PTNY and CCSD and their officers, directors, employees, contractors, and agents; Tour Staff and volunteers; the bus, truck, and transport companies and drivers PTNY contracts with; the owners and operators of each parking lot, garage, and staging site; all public agencies and municipalities in which the Services operate; other Participants; and the officers, officials, employees, agents, and volunteers of each.

2. Using the Services

2.1 Schedule. I will arrive at each loading site at the published time. Shuttles may depart as soon as they are full and will not wait for late Participants. If I miss a shuttle or a bicycle loading deadline, I am responsible for my own transportation and that of my bicycle and luggage, and no refund is given.

2.2 Luggage. I will load my own luggage into the luggage compartment of my assigned shuttle and collect it myself on arrival. I will follow the luggage limits in the Rider Handbook. I will keep valuables, medications, documents, e-bike batteries, and anything I need during the trip with me on the bus.

2.3 Bicycles. I will bring my bicycle to the bicycle truck by the published deadline and prepare it as instructed, including turning the handlebars and removing water bottles, bags, and accessories. Bicycles are loaded, transported, and unloaded together with other Participants' bicycles, and Tour Staff and volunteers may assist with loading. I will not take my bicycle from the bike corral until it is released.

2.4 E-bikes. I will remove my e-bike's battery before loading, carry it on the bus, and keep it where I can monitor it. If my battery cannot be removed, I will contact PTNY before the Tour to confirm whether my e-bike can be transported with the battery in place. If it is not approved, it will not be transported.

2.5 Conduct. I will follow the instructions of drivers and Tour Staff, use seat belts where provided, and follow the carrier's rules.

2.6 Parking. I will park only in my assigned lot or level, display any permit provided, and follow lot rules and opening and closing times. I will lock my vehicle and remove valuables. Vehicles left outside assigned areas or after closing may be towed at my expense.

3. Responsibility for Property

3.1 Risk to property. I understand that bicycles, e-bikes, batteries, luggage, vehicles, and personal items may be scratched, bent, broken, soiled, lost, misdirected, stolen, or otherwise damaged during staging, loading, transport, unloading, storage, or parking. I am responsible for preparing my bicycle and luggage as instructed, for labeling them, and for any protective padding I choose to add.

3.2 No custody. Parking is at my sole risk. No Released Party acts as a bailee or accepts custody of any vehicle, bicycle, luggage, or personal property, including when Tour Staff or volunteers assist with loading.

3.3 Unattended property. Tour Staff and volunteers have no duty to watch, secure, collect, store, or return property left unattended at any loading, staging, or parking site, on a shuttle, or in a bike corral. Property left unattended is at my sole risk. I will bring a lock and secure my bicycle whenever it is unattended and not loaded for transport. PTNY has no obligation to search for, collect, hold, or return items left behind; any item PTNY chooses to hold may be discarded or donated if not claimed within 30 days after the end of the Tour.

3.4 Insurance. PTNY does not insure Participants' property. I am responsible for my own insurance.

4. Assumption of Risk, Release, and Indemnity

4.1 Assumption of risk. I assume all risks of using the Services, including vehicle accidents, sudden stops, delays and breakdowns, weather, and injury while walking through staging areas, boarding, exiting, or loading and unloading bicycles and luggage.

4.2 Release. TO THE FULLEST EXTENT PERMITTED BY LAW, I WAIVE, RELEASE, AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS FOR PERSONAL INJURY, ILLNESS, OR DEATH, AND FOR LOSS, THEFT, OR DAMAGE TO MY BICYCLE, E-BIKE, BATTERY, LUGGAGE, VEHICLE, OR OTHER PERSONAL PROPERTY, ARISING FROM THE SERVICES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. I agree not to sue any Released Party for any claim released here.

4.3 Indemnity. I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES from any and all claims, losses, and expenses, including reasonable attorneys' fees, arising from my use of the Services, my acts or omissions, or my breach of this Release, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

5. General Provisions

This Release binds me and my heirs, assigns, personal representatives, and next of kin. It applies to the 2027 Tours and is governed by New York law, without regard to its conflict-of-law rules. Any action arising from it shall be brought only in the New York State courts located in Albany County, New York, or the United States District Court for the Northern District of New York. It does not release gross negligence or intentional misconduct where the law prohibits such a release. Each provision is severable, and if any provision is

held unenforceable, the rest remain in effect. This Release may not be modified orally. Electronic acceptance has the same effect as a handwritten signature. If I am under 18, my parent or legal guardian must also sign.

Signature

I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS, AND SIGN IT FREELY AND VOLUNTARILY.

This release is accepted electronically during online registration, by a parent or guardian as well if the Participant is under 18. No printed copy needs to be signed or returned.