

General Terms and Conditions

These General Terms and Conditions (the "Agreement") are being entered into between me, the undersigned Participant, and Finish Line Cycling, LLC ("Finish Line Cycling"). I am signing this Agreement in connection with my participation in the [_____] bicycling tour I have selected on my Registration Form (the "Cycling Tour"). This Agreement is hereby incorporated into, and forms a material part of, such Registration Form. In consideration of my participation in the Cycling Tour, I, the undersigned Participant, do hereby acknowledge and agree in full to the following terms and conditions.

Representations and Release

By signing this Agreement, I hereby represent to Finish Line Cycling as to each of the following statements. I have read, understand and irrevocably agree to all of the terms and conditions of my Registration Form, the Cycling Tour and this Agreement:

1. I am at least 18 years of age and have a passport that is and will be valid at all times before, during and through the conclusion of the Cycling Tour. Finish Line Cycling will not be responsible or liable for, and will not offer refunds or reimbursement of any kind for, any failure to obtain and maintain a valid passport and other similar traveling documentation.

2. I understand that the Cycling Tour will require physical conditioning. I represent that I am in sound medical condition capable of participating in the Cycling Tour and that I do not currently suffer from, nor do I expect to suffer from, any physical or mental condition that would impair my ability to fully and safely participate in the Cycling Tour and all related services and activities. I have not been advised against participation in the Cycling Tour by a qualified health professional. I agree I will be solely responsible for (i) my health and safety; and (ii) the condition and adequacy of my bicycle and riding equipment. I will ride safely within the limits of my own abilities, my equipment and the riding conditions.

3. I agree to abide by all verbal and written rules and regulations of Finish Line Cycling including the requirement to wear a bike helmet, and to obey all traffic laws, generally accepted rules of safety and behavior (both on and off the bicycle), and other applicable laws, rules and regulations. I will at all times respect the rights and privacy of other participants of the Cycling Tour and will not engage in any illegal or inappropriate behavior with respect to any other participants.

4. I understand that the Cycling Tour will involve travel and activities that are inherently dangerous and that travel of any sort may result in illness, injury or death which may be caused by, or result from, my own negligence, actions or failure to act of others, including other participants of the Cycling Tour and/or the employees and agents of Finish Line Cycling I understand the inherent and potential dangers associated with the Cycling Tour, adventure travel and foreign travel including, but not limited to, risks associated with transportation and failure of performance by third parties, risks of physical exertion for which I may or may not be prepared, consumption of alcohol, medications or drugs, natural events or other causes, delays, weather, road conditions, vehicular traffic, food or water, altitude, equipment failures, errant or wild animals, lost, stolen or vandalized property, illness or other medical conditions. I understand that medical services or facilities may not be readily available or accessible during the Cycling Tour and acknowledge that I will be solely responsible for obtaining and paying for any medical treatment required at any time during the Cycling Tour. I further understand and agree that enjoyment of the Cycling Tour is derived, in part, from the potential risks associated with these types of activities and travel and I voluntarily participate in each of them of my own free will and choice. In choosing to participate in the Cycling Tour, I fully accept and assume all risks.

5. Acknowledging such risk exists, I HEREBY FOREVER IRREVOCABLY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS FINISH LINE CYCLING ITS OFFICERS, MEMBERS, OWNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, VENDORS, GUIDES, VOLUNTEERS and the respective successors and assigns of all of the foregoing (collectively, "Releasees") from any and all lawsuits, claims, damages, losses, liabilities, costs, personal injury or property damage or death (collectively, "Losses") I may suffer or incur directly or indirectly arising out of or relating in any respect to my attending or participating in the Cycling Tour or any activities, travel, products or services provided by any Releasees in connection therewith. This waiver and release shall include, without limitation, any Losses which may be (a) caused by any act, or failure to act, by Releasees even if any Losses result from the negligence of any or all of the Releasees; or (b) sustained by me before, during or after the Cycling Tour.

6. I agree to indemnify, defend and hold harmless Releasees, and each one of them, for all Losses, including, without limitation, attorneys' fees and costs, arising from or relating in any respect to my participation in the Cycling Tour or my breach of this Agreement. This provision will apply regardless of whether or not the Losses, attorneys' fees and/or costs arise out of the negligence of any of the Releasees.

I agree that this Agreement shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this Cycling Tour and to release Releasees from any and all liabilities to the maximum extent permitted by law.

Promotional Rights

As part of the this Agreement, and for no additional consideration or agreement, I hereby consent to Finish Line Cycling's use of my name, image and likeness, for promotional purposes, including, without limitation, photographs and video arising out of my participation in the Cycling Tour.

Disclaimer; Limitation of Liability

I HEREBY ACKNOWLEDGE THAT FINISH LINE CYCLING MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND REGARDING THE CYCLING TOUR, ANY PERSONAL RESULTS THEREOF, AND ANY MATERIALS, PRODUCTS OR SERVICES OFFERED BY FINISH LINE CYCLING OR ANY THIRD PARTIES IN CONNECTION THEREWITH. FINISH LINE CYCLING HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED REPRESENTATIONS, WARRANTIES AND GUARANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL FINISH LINE CYCLING BE LIABLE TO ME FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WHETHER OR NOT FINISH LINE CYCLING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE AGGREGATE LIABILITY OF [_____] FOR DAMAGES OR ALLEGED DAMAGES HEREUNDER, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY ME UNDER THIS AGREEMENT.

Miscellaneous Matters

I understand that Finish Line Cycling reserves the right to refuse as a Cycling Tour participant, or remove from the Cycling Tour, any person it judges in its sole and absolute discretion to be incapable of meeting the rigors and requirements of participating in the activities, or who it determines to detract from the enjoyment of the Cycling Tour by others or for any other reason in its sole and absolute discretion. Finish Line Cycling reserves the right to make route, hotel, trip and other modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of participants. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado without reference to conflict of laws principles or any other laws, rules, regulations or statutes that may result in the application of the laws of any jurisdiction other than the State of Colorado. Any disputes or enforcement under this Agreement may be brought in the state courts and the Federal courts located in City and County of Denver, Colorado, and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement may not be amended except by a writing signed by both parties hereto. Neither this Agreement, nor any of the terms or conditions hereof, may be assigned or transferred by me without the prior written consent of Finish Line Cycling. This Agreement shall survive notwithstanding completion of the Cycling Tour or any termination or cancellation thereof, or removal of my participation therefrom, regardless of the reason.

Knowing and Voluntary Execution

This Agreement is the complete and exclusive agreement between me and Finish Line Cycling with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties. I have carefully read and fully understand the contents and legal ramifications of this Agreement. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signature of Participant

Printed Name of Participant

Date