

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Fat Woody BCE, LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FWC"), I hereby agree to release, indemnify, and discharge FWC, the Port of San Diego/Tidelands Park (hereinafter collectively referred to as "POSD"), the City of Coronado (hereinafter collectively referred to as "COC"), and the Hotel Del Coronado (hereinafter collectively referred to as "HDC"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Guided Beach Bike Tours activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: There is the possibility of rough terrain; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers or equipment; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; major injuries are a risk as are bruises and sprains; musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; the negligence of other participants or persons who may be present; further, passengers can be thrown off the vehicles which can result in any of the above events occurring; accidents involving other vehicles; collision with fixed or movable objects; collisions, and flipping over; Traveling to and from activity locations raises the possibility of any manner of transportation accidents; transmissible pathogen or disease; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; the machine itself may fail; and accidents can occur getting in or out. Furthermore, FWC personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I acknowledge that I was offered and advised to wear a properly fitted and secured DOT or SNELL certified helmet while participating in this activity, but the decision to use/wear it was solely made by myself.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FWC, POSD, COC, and HDC 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 FWC's equipment or facilities, **including any such claims which allege negligent acts or omissions of FWC.**

4. Should FWC, POSD, COC, or HDC or anyone acting on their behalf, be required to incur attorney's fees and costs 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 bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against FWC, POSD, COC, or HDC, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

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 FWC, POSD, COC, or HDC on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at FWC. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)) _____ being permitted by FWC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FWC, POSD, or COC from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: _____ Print Name: _____ Date: _____