

Carolina Cycle Tours Liability Release

Carolina Cycle Tours (CCT) and its owners and contractors does not own or operate any entity which provides an affiliated service related to a tour provided by Carolina Cycle Tours other than those goods or services explicitly offered by Carolina Cycle Tours. These goods and services may include lodging facilities, equipment suppliers other than those explicitly provided by CCT, transportation other than that provided by CCT, and food and entertainment not provided explicitly and directly from CCT. Consequently, CCT is not liable for any willful or negligent act or inaction by such third parties as described herein.

Clients of CCT acknowledge that they are voluntarily participating in a tour offering of CCT. Clients acknowledge the inherent risks associated with any type of bicycle tour, including those associated with vehicle, bicycle, and pedestrian traffic altercations; bicycle and related equipment selection; maintenance of bicycle and related equipment; and improper use of the bicycle as it relates to speed and maneuverability. Clients acknowledge the risk factors as relates to uncertain and/or inclement weather, acts of God, force majeure, and civil unrest.

Clients acknowledge that bicycling requires a level of physical exertion and that it is clients' responsibility to choose an appropriate cycle tour for their fitness level, and then adequately prepare for the physical demands as outlined in the tour description/itinerary. Clients agree that they are ultimately responsible for their own welfare and accept risks of unanticipated events, illness, physical harm, inconvenience, and delays.

Clients acknowledge that participation in a CCT tour requires the execution of this unaltered Liability Release, inclusive of the Binding Arbitration Agreement.

Binding Arbitration Agreement:

Clients agree that any legal dispute arising from a CCT tour concerning any or all parts of this agreement will be resolved by binding arbitration pursuant to Federal Arbitration Act 9.

Other Items:

CCT may take photographs and/or video recordings of CCT tours. Clients acknowledge that these media recordings of clients' tours may be made available to clients and that such media may be used in CCT promotional media and website, with the permission of the client or clients being recorded.

Clients agree to follow CCT instructions as relates to safety and successful completion of the tour. CCT reserves the right to refuse acceptance of an individual or individuals for a CCT tour in instances where CCT deems said individuals to be incapable or unwilling to meet the rigors and requirements of tour participation. Additionally, CCT reserves the right to remove from a tour, any client who is judged by CCT to be hostile, abusive, or substantively detrimental to the welfare of other tour participants.

CCT reserves the right to make hotel changes, modifications, and itinerary or route alterations as warranted to improve trip quality, accommodate client well-being, or correct any deficiency.

Execution of Agreement:

Clients acknowledge that they have read and understand the contents of this agreement. This agreement is not to be modified or excepted. Clients are aware that if any portion of this agreement is found to be void or unenforceable, that the remainder is fully intact and with full force and effect.

Client execution of this agreement occurs upon the successful completion of a tour reservation and CCT acknowledgment of the tour reservation.