

# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”) (Adults 18 and over to use this form)

Participant Name: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date of Activity: \_\_\_\_\_

Tour Type: Leisure / Mountain Track (non-extreme terrain)

Guide: \_\_\_\_\_

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## 1. Introduction

I wish to participate in an e-bike tour organised by **Nathan McComb**, operating as **Cycling Holidays Malaga** (“the Company”). I understand that the tour will take place on mixed mountain terrain (unpaved tracks, gravel, and moderate slopes), and that while not considered “extreme”, it still involves inherent risks.

## 2. Assumption of Risk

I understand and voluntarily accept that e-bike riding and outdoor activities involve risks including, but not limited to:

- Falls or collisions with other riders, vehicles, objects, or natural obstacles;
- Mechanical failure of the bike or equipment;
- Variable terrain, surface conditions, or weather;
- Insects, animals, or natural environmental hazards;
- Fatigue, dehydration, or heat exposure.

I confirm that I am in good physical condition, have no known medical conditions that make participation unsafe, and will inform the Company of any condition or medication that could affect my ability to ride safely.

## 3. My Obligations

I agree to:

- Follow all instructions and safety briefings provided by the Company and its guides.
- Wear at all times the required safety equipment (helmet, gloves, etc.) and ensure it is properly fitted.
- Ride within my skill level and the group’s pace.
- Inspect the e-bike before use and report any issue before the tour starts.
- Not consume alcohol, drugs, or medication that impair performance before or during the ride.

## 4. Liability Release

I hereby release and hold harmless the Company, its owners, guides, and agents (“Released Parties”) from any and all liability, claims, or demands arising from my participation in the activity, **except where injury, loss, or damage is caused by the Company’s gross negligence or wilful misconduct**.

I acknowledge that ordinary negligence, unpredictable accidents, or acts of nature may occur, and I accept full responsibility for my participation.

## 5. Damage and Extraordinary Breakages

- I accept responsibility for any **extraordinary breakage or damage** to the e-bike or other equipment supplied by the Company that results from my misuse, neglect, or failure to follow instructions.

- “Extraordinary breakage” means damage beyond normal wear and tear or caused by reckless handling or unauthorized modifications.
- The Company will assess and provide a written estimate of repair or replacement costs, and I agree to pay such costs if deemed my responsibility.
- Normal wear and tear or pre-existing mechanical faults remain the responsibility of the Company.

## 6. Insurance and Safety

I understand that:

- The Company maintains public liability insurance as required by Spanish law.
- I am encouraged to have my own travel and medical insurance covering sports or cycling activities.
- The Company maintains its bikes and equipment in good working order and conducts pre-ride inspections.

## 7. Language and Understanding

I confirm that I have read and understood this Agreement in a language I understand. I have had the opportunity to ask questions, and all have been answered to my satisfaction.

## 8. Governing Law and Jurisdiction

This Agreement is governed by **Spanish law**. Any dispute shall be resolved in the courts of **Málaga (Andalucía, Spain)**.

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Printed Name:** \_\_\_\_\_

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### If Applicable – Minor Participant (Under 18 Years Old)

*Tick this box if signing on behalf of a minor participant.*

I, the undersigned parent or legal guardian of the above-named child, hereby give my consent for my child to participate in the e-bike tour organised by Cycling Holidays Malaga. I have read and understood this Agreement, accept the risks on behalf of my child, and agree to be bound by its terms.

**Parent/Guardian Name:** \_\_\_\_\_ **Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Signature:** \_\_\_\_\_

**Relationship to Minor:** \_\_\_\_\_