

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: _____

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: _____

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: _____

Signature: _____ **Date:** ____ / ____ / ____

Relationship to Minor: _____