Tour/Date:

DAY TOUR & BIKE RENTAL ASSUMPTION OF RISK AGREEMENT

In consideration of the services of Rim Tours, Inc, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Rim Tours), I hereby agree to release and discharge Rim Tours, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that bicycling entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself or my minor children, 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: falling, collision, upset, striking obstructions or other person, unsafe speed of travel for conditions, head injuries, equipment failure, weather conditions including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion), dehydration, and highway or roadway vehicles.
   - Furthermore, Rim Tours' employees might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree to wear a helmet at all times while riding a bike and I expressly agree and promise to accept and assume all of the risks existing in this activity. My and my minor children's participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I will be responsible for the care and maintenance of my own personal belongings while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Rim Tours from any and all claims, demands or cause of action which are in any way connected with my participation in this activity or my use of Rim Tours' equipment or facilities, including any such Claims which allege negligent acts or omissions of Rim Tours.
4. I expressly agree and promise to accept and assume all costs, financial and otherwise, incurred from the evacuation of myself and/or my minor children.
5. Should Rim Tours 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.
6. I certify that I have adequate insurance to cover any injury or damage I or my minor children may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself or my minor children. I further certify that I and/or my minor children have no medical or physical conditions which could interfere with my/their safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
7. In the event that I file a lawsuit against Rim Tours, I agree to do so solely in the state of Utah, 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.
8. I agree to return all equipment rented under this condition clean and in the same condition it was rented to me, except for reasonable wear, by the agreed date and time, . I agree to pay additional charges due to late return and/or to clean, repair or replace any equipment, in whole or in part, which is damaged or destroyed while the equipment is in my possession. I agree that Rim Tours may take up to 24 hours from the time equipment is returned to assess possible damage to equipment.

By signing this document, I acknowledge that if anyone is hurt or property 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 Rim Tours in the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

_____	_____	_____
Parent's Name (print)	Signature	Date

Names of minor children for whom I am responsible and which are participating in this activity: _____

Please indicate the HEIGHT of your child so that they can be fitted with the proper bike size: _____