

Leaf and Spoke LLC — E-Bike Tour Participant Waiver and Release of Liability

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

Participant Information

Name: _____

Date of Birth: _____

Phone: _____

Email: _____

Height: _____

Weight: _____

Emergency Contact

Name: _____

Phone: _____

1. Activity and Acknowledgment of Risk

I, the undersigned, hereby acknowledge that I have voluntarily chosen to participate in an electric mountain bike (“e-bike”) tour operated by **Leaf and Spoke LLC**, which will take place on marked trails in the Fall River area.

I understand and acknowledge that riding an e-bike on outdoor trails involves certain inherent risks, including but not limited to: collisions with other riders or objects; falling or being thrown from the bike; unpredictable terrain; weather-related hazards; mechanical failure; encounters with wildlife; and the risk of injury, paralysis, or even death. I certify that I am physically and mentally capable of participating in this activity.

2. Assumption of Risk

I voluntarily assume full responsibility for any risk of injury, property damage, or loss, whether caused by negligence or otherwise, arising from my participation in Leaf and Spoke LLC tours. I accept full responsibility for my personal safety and any consequences resulting from my participation.

3. Waiver and Release

In consideration of being permitted to participate in the activities provided by Leaf and Spoke LLC, I agree to release, discharge, and hold harmless **Leaf and Spoke LLC**, its owners, guides, employees, contractors, affiliates, and land managers, from any and all liability, claims,

demands, actions, or causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my property while participating in the tour.

This waiver extends to claims arising from negligence, but does not extend to gross negligence or intentional misconduct.

4. Health and Safety

I certify that I am in good health and have no medical conditions that would prevent me from safely operating an e-bike. I agree to wear a helmet at all times while riding and to follow all instructions given by my guide or Leaf and Spoke LLC staff.

5. Equipment Responsibility

I accept full responsibility for any equipment provided to me by Leaf and Spoke LLC. I agree to return it in good condition and understand that I may be held liable for any damage beyond normal wear and tear.

6. Consent to Medical Treatment

In the event of an emergency, I authorize Leaf and Spoke LLC to obtain medical treatment on my behalf. I agree to pay all costs associated with such treatment.

7. Photo and Media Release (Optional)

☐ I give permission for Leaf and Spoke LLC to use photographs or video of me taken during the tour for promotional or marketing purposes.

8. Governing Law and Jurisdiction

This agreement shall be governed by and interpreted in accordance with the laws of the State of Massachusetts. Any legal action arising from this agreement shall be brought in a court of competent jurisdiction in Bristol County.

9. Entire Agreement

I acknowledge that this document constitutes the entire agreement between me and Leaf and Spoke LLC and that it cannot be modified orally.

Signature of Participant

Signature: _____

Date: _____

If Participant is under 18 years of age:**Parent/Guardian Consent**

I am the parent or legal guardian of the minor named above. I have read and understand this waiver and agree to its terms on behalf of the minor. I consent to the minor's participation and assume all risks on their behalf.

Parent/Guardian Signature: _____

Date: _____