

# ZWAP CYCLING CLUB - RIDE WAIVER AND PARTICIPATION TERMS

## READ CAREFULLY BEFORE ACCEPTING

### Acknowledgment of Risk & Assumption of Responsibility

IN CONSIDERATION of being permitted to participate in any way in ZWAP CYCLING CLUB'S ("ZWAP") sponsored activity Tour de ZWAP 2025 in Portugal starting 23<sup>rd</sup> of June 2025 (the "Tour") I, for myself, my personal representatives, assigns, heirs and next of kin, acknowledge and agree as follows:

1. I am an experienced touring cyclist, over 18 years of age, and a ZWAP member. I have reviewed the Tour description, and I understand the risks involved in long-distance cycling. I am in suitable health and in proper physical condition for this ride.
2. I acknowledge that cycling involves inherent risks, including but not limited to falls, collisions with other riders or vehicles, unpredictable road conditions, adverse weather, physical exhaustion, dehydration, and equipment failures.
3. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE TOUR, BOTH KNOWN AND UNKNOWN, INCLUDING THOSE ARISING FROM THE NEGLIGENCE OF ZWAP, IT'S OFFICERS, TOUR LEADERS, VOLUNTEERS, OR OTHER PARTICIPANTS.

### ZWAP's Limited Role & No Duty of Care

4. I acknowledge that ZWAP is not an event organizer, tour operator, or commercial entity. The Tour is a privately coordinated, self-supported ride, and ZWAP acts solely as a facilitator for participation.
5. I understand that ZWAP does not provide any guarantees regarding safety, route conditions, or emergency services. Participation is at my own discretion and risk.
6. I understand that I will be riding independently, without supervision, responsible for my own navigation, safety, and decision-making. I understand that ZWAP and tour leaders have no duty of care to participants, hereunder to warn me of hazards or road conditions.

### No Liability for Injury, Damage, or Loss

7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS ZWAP it's officers, Tour Leaders, volunteers, agents, other participants, sponsoring agencies, sponsors and advertisers ("RELEASEES"), FROM ANY AND ALL LIABILITY, DAMAGES, CLAIMS, OR EXPENSES ARISING FROM MY PARTICIPATION, INCLUDING INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE.
8. I understand that ZWAP does not provide insurance and that I am fully responsible for obtaining my own personal health and liability insurance covering cycling-related risks.
9. I understand that ZWAP assumes no responsibility for third-party services, including accommodations, food, transportation, or mechanical repairs. I understand that while certain services (e.g., van support, meals, accommodations) may be provided as included in the payment for my participation, ZWAP assumes no liability for the quality, availability, or outcome of such services.

### Indemnification Clause

10. I agree to indemnify, defend, and hold harmless ZWAP and its officers, tour leaders and Releasees from any claims, damages, injuries, or liabilities arising from my actions during the Tour, including but not limited to claims made by third parties.

### Emergency Medical Responsibility

11. I acknowledge that emergency medical services may not always be available and that ZWAP is not responsible for providing medical treatment or evacuation.

12. I confirm that I am responsible for all medical expenses incurred during the Tour, including but not limited to hospitalization, ambulance transport, and evacuation costs.

#### **Equipment & Route Responsibility**

13. I am solely responsible for ensuring my bicycle, helmet, and gear are in good working condition. Any repairs or modifications I undertake are at my own discretion and risk.

14. I understand that I may choose to follow suggested routes, but ZWAP and tour leaders do not guarantee road safety, conditions, or traffic laws. I am responsible for navigating, assessing hazards, and making safe riding decisions.

#### **Behavior Expectations & Dismissal Policy**

15. I acknowledge that teamwork, collaboration, and communication are essential for a successful ride, and I agree to follow reasonable instructions from tour leaders.

16. If my behavior is disruptive or endangers others, tour leaders reserve the right to dismiss me from the ride with no refund of any costs paid.

#### **Force Majeure Clause (Unforeseen Cancellations)**

17. I acknowledge that the Tour may be disrupted, altered, or canceled due to circumstances beyond ZWAP's control, including but not limited to extreme weather, natural disasters, road closures, pandemics, or government restrictions.

18. I agree that ZWAP and its representatives are not liable for any financial losses, costs, or changes resulting from such disruptions.

#### **Media Release (Consent for Public Use)**

19. I grant ZWAP the irrevocable right to use any photos, videos, or media of my participation in the Tour for promotional, fundraising, or awareness purposes, without compensation.

#### **Governing Law & Jurisdiction**

20. As ZWAP is formally registered in the Norwegian Registry of Non-Profit Organisations, with Organization number 930 790 494 under the Norwegian name "Sykkelklubben ZWAP", this waiver and agreement shall be governed by the laws of Norway, and any disputes shall be resolved in Oslo District Court.

21. If any portion of this agreement is found invalid, the remaining provisions shall remain in full force and effect.

#### **Cancellation & Refund Policy**

22. I acknowledge that the payment of the initial deposit is non-refundable, and that cancellation after the final payment deadline may also result in no refund.

#### **Final Acknowledgment & Acceptance**

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND PARTICIPATION TERMS, AND I AGREE TO, AND ACCEPT ALL ITS TERMS. I UNDERSTAND THAT I AM WAIVING SUBSTANTIAL LEGAL RIGHTS BY ACCEPTING IT, INCLUDING THE RIGHT TO SUE ZWAP, IT'S OFFICERS, TOUR LEADERS AND VOLUNTEERS OR HOLD IT LIABLE FOR DAMAGES.

#### **Acceptance by Payment**

I acknowledge that this waiver and participation terms may be accepted either by signing below or by taking an affirmative action, including the payment of the invoice for my participation in Tour de ZWAP 2025.

Date signed: \_\_\_\_\_

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

Print name: \_\_\_\_\_