

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

Please read the following release and waiver (the "Agreement") carefully before signing. In consideration for joining a Davanti Cycling tour you agree to the terms of the following agreement relating to the cycling tour (the "Activity" or "Activities") led by Luisa Sullivan for Davanti Cycling and other event leaders (singularly and collectively, the "Event Leaders").

I acknowledge, agree and represent that I understand the nature of the Activities, that the Activities are designed and intended for cyclists with significant cycling and bike handling experience and that I have such experience. I am physically fit and have sufficiently trained for participation in the Activities and have not been advised otherwise by a qualified medical person. I further understand and acknowledge that the Activities will be conducted over public roads, waters and facilities open to the public upon which the hazards of traveling are to be expected. I agree to ride in a safe manner obeying the traffic rules of the road. If at any time I believe conditions to be unsafe I will immediately discontinue further participation in the Activities.

I acknowledge and fully understand that bicycling is an extreme test of a person's physical and mental limits and involves risks of potential for serious bodily and emotional injury including permanent disability, paralysis and death, and property and economic loss (the "Risks"). These Risks and dangers may be caused by my own actions, or inactions, the action or inaction of others participating in the Activity, or the conditions in which the Activity takes place. These Risks may not be known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES incurred as a result of my participation in the Activity. I HEREBY ASSUME THE RISKS RELATED TO AND ARISING OUT OF PARTICIPATION IN CYCLING AND ALL THE ACTIVITIES. I acknowledge that this Agreement will be used by Davanti Cycling and the Event Leaders. In return for permitting me to participate in the Activity, I hereby take action for myself, my executors, administrators, heirs, next to kin, successors and assigns ("the Releasers" as follows: (a) THE RELEASORS WAIVE, RELEASE, DISCHARGE, AND AGREE NOT TO SUE FROM ANY AND ALL LIABILITIES OR CLAIMS, DEMANDS LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING BUT NOT LIMITED TO NEGLIGENT OPERATIONS AND/OR NEGLIGENT BICYCLE MAINTENANCE OR REPAIR, for my death, disability, personal injury, property theft or action of any kind which may hereafter accrue to me as a result of my participation in, or my traveling to or from the Activity, THE FOLLOWING ENTITIES: Davanti Cycling, Luisa Sullivan and the Event Leaders in both their individual and corporate capacities and their respective administrators, directors, agents, employees and other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (collectively, the "Releases"); THE RELEASORS INDEMNIFY AND HOLD HARMLESS Davanti Cycling, Luisa Sullivan, the Event Leaders and the Releases against all claims and liabilities made by other individuals or entities as a result of any of my actions during or arising out of the Activity. I agree to indemnify the Releases in the event of a claim by someone, such as a spouse, who suffers a loss because of my participation in the Activities.

I agree that Davanti Cycling, and the Event Leaders are not responsible for providing medical care for participants in the Activities. I understand and agree that in case of medical emergency, every reasonable effort will be made to insure the health and well-being of participants by contacting emergency medical personnel. Cost of emergency medical treatment, including transportation, will be the responsibility of the individual participants. I understand that there may be a limitation to evacuation facilities.

The Event Leaders retain the right to disqualify anyone at any time during the trip if the Event Leader feels it is medically necessary or in the interest of the safety of the group or any participants. Refunds are not given under such circumstances. Davanti Cycling recommend the use of helmets at all times while cycling.

I agree to allow Davanti Cycling to use any photographs, videos, or drawings of me or written or oral comments made by me in connection with any advertising or publicity by Davanti Cycling or the Event Leaders without compensation. I agree not to distribute, share, recreate, reuse, reproduce or publish, in any manner or medium, any Davanti Cycling trip routes, descriptions, maps, cue sheets and Pre-Departure materials. This agreement shall govern by the laws of the State of Colorado. I hereby certify that I have read this Agreement and I FULLY UNDERSTAND ITS CONTENTS AND TERMS. I

FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW AND AGREE THAT IF ANY PORTION OF IT IS HELD TO BE INVALID, THE BALANCE NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. This Agreement may be modified only in writing.

Signature _____

Date _____

Print Name: _____

Signature of Spouse: _____

Date: _____

Print Name: _____

Emergency Contact Info:

Name: _____

Relationship: _____

City: _____

State: _____

Zip: _____

Phone (with area code): _____

Fax: _____

Final Payment:

Final payment for the full balance of your trip cost is due 60 days prior to your trip's start date. If final payment is not received by the due date a \$100 late fee (€ 71) will be applied to your account, unless we have previously received a written cancellation notice.

Currency Fluctuations:

In the event of a significant devaluation of the U.S. Dollar against the Euro from the time of publication of our tour prices, prices may be subject to a proportional surcharge based on the devaluation. We will promptly notify you if this occurs. The prices of the 2009 tours have been calculated according to the exchange rate as of 10/30/08 of €=1.3 USA Dollar.

Cancellation Policy

If we receive notice in writing that you wish to cancel more than 90 days before the start date of the trip, we will refund your \$500 (€385 deposit less a \$200 (€ 142) administrative fee per person. For cancellations within 90 but more than 60 days from departure there is no refund of the \$500 (€ 385) Reservation deposit. For cancellations 31 to 60 days in advance of the tour start date we will refund 50% of the total trip cost less the deposit. If for any reason you must cancel within 30 days of departure, your payment for the trip cost cannot be refunded. We will apply your payment towards another Davanti Cycling & GardaBike tour within the next calendar year, less a \$500 (€ 385) administrative fee. In the event that your tour is cancelled by us for any reason, we will fully refund any payment made by you to Davanti Cycling, which will constitute full settlement with you. We do not assume any responsibility for any loss you may incur for having purchased nonrefundable airline tickets or any other items. As we cannot make exceptions to this cancellation policy for any reason, we advise you to obtain trip cancellation insurance.

Passport Information:

Your passport information is required by law to be shared with our hotels. Some may ask to hold each of our passports overnight to comply with regional or city requirement.

Name (exactly as it appears on your passport):

Passport Number: _____

Date of Birth: _____

Place of Birth - City: _____

State: _____

Country: _____

Signature

Date