

# SMITHSONIAN NATIONAL MALL TOURS CONTRACT AND RELEASE

NAME (Print Clearly)	DATE	MINOR? (Check for Yes)	SIGNATURE(s) <small>(Legal Guardian must sign for minors under 18 years of age)</small>
_____	_____	Under 18? <input type="checkbox"/>	_____
_____	_____	Under 18? <input type="checkbox"/>	_____
_____	_____	Under 18? <input type="checkbox"/>	_____
_____	_____	Under 18? <input type="checkbox"/>	_____

This Contract and Release is entered into on the date above by and between JASEN Rides, LLC d/b/a Bike and Roll Washington DC/Alexandria d/b/a Bike The Sites d/b/a Smithsonian National Mall Tours (collectively herein "JASEN Rides"), the adults whose names and signatures appear above, and the minors whose names and whose guardians' signatures appear above (together, said adults and minors are the "Participants").

**IT IS HEREBY AGREED AS FOLLOWS:**

- I. JASEN Rides hereby rents to Participants, and Participants hereby rent from JASEN Rides, the Equipment provided for the below listed tour.
- II. Participants assume the risks incidental to the guided tour including, but not limited to, falling from or with the bicycle and other equipment and ancillary items either rented or used for participation in a guided tour (collectively, the "Equipment"), which risks may include bodily injury and property damage, among other things. Participants assume full responsibility for the Equipment and agree to compensate JASEN Rides for damages caused to Equipment, excluding normal wear and tear ("Damages"), and for theft, during the tour period and for such time thereafter until the Equipment is returned to JASEN Rides, according to the lost equipment price list displayed at the rental counter.
- III. Participants represent they are in sound medical condition and capable of operating Equipment without risk to themselves or others. Participants represent they have no medical or physical impediment which would endanger others or themselves.
- IV. Participants understand that a bicycle is defined as a moving vehicle subject to all traffic laws, signs, rules and regulations, and agree to adhere to said laws and JASEN Rides rules and regulations for operation of Equipment. **Use of mobile telecommunications equipment is prohibited while operating Equipment.**
- V. In connection with the guided tour, participants grant JASEN Rides and the additional released parties the right to photograph, videotape or otherwise record images of the participant and further to use the participant's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials related to the guided tours without reservation or limitation. JASEN Rides and the additional released parties are under no obligation to exercise the rights granted in this paragraph.
- VI. In consideration of being permitted to participate in a tour and/or rent and operate the Equipment, the use of which is hereby acknowledged to be an inherently dangerous and risky activity, each Participant on his own behalf, and on behalf of each minor whose name appears above and with respect to whom the adult Participant is the legal guardian, his heirs, assigns or legal representatives (each of the foregoing is a "Releasor") does hereby release, indemnify, and agree to hold harmless JASEN Rides, additional released parties, and their respective officers, directors, representatives, employees, agents, partners and other participants of, for any and all losses, costs, damages, claims, demands, rights and causes of action of whatever kind or nature, and including any and all negligence claims or causes of action, which may arise and which result from illness, personal injuries, property damage, death or of any other damages or injuries, not included herein, occurring during or resulting from participation in a JASEN Rides tour and/or rental.
- VII. Additional released parties include: (1) The Smithsonian Institution, a non-profit trust instrumentally established by the Congress of the United States in 1846 (20 U.S.C. 41 et Seq.) and (2) related affiliated companies, and the officers, directors, employees, agents, representatives, successors and assigns of each of the foregoing entities.
- VIII. JASEN Rides provides a helmet free to all Participants. For safety reasons, JASEN Rides requires that all Participants wear a helmet while riding on a tour.
- IX. Participants consent to and permit emergency medical treatment in the event of injury or illness and accept that any costs incurred with respect to emergency medical treatment will be the responsibility of the Participants.

**Storage:** Will you be storing items at our location while on tour?  Yes  No

I (we) understand that JASEN Rides is not liable for damages or loss of stored property.

<p><b>Additional Information:</b></p> <p>Email Address: _____ <small>For electronic receipt only</small></p> <p>Mobile Telephone: _____</p> <p>Hotel: _____ <small>(for out of town guests)</small></p> <p>How did you hear about this Tour? _____</p> <p>Would you like to receive our newsletter? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>Tour:</b> (Circle One)</p> <p>Experience by Bike – Morning Tour</p> <p>Experience by Bike – Afternoon Tour</p> <p>Other: _____</p> <p>Private/Group Tours: _____ <small>(Please print the name of your Group)</small></p>
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