

## LEGAL DISCLAIMER AND

## ASSUMPTION OF RISK

This Agreement (hereinafter the "Agreement") is entered into between myself \_\_\_\_\_, the undersigned Participant, and "LET'S MEET IN THESSALONIKI" (hereinafter referred to as "LMT"). I am signing this Agreement in connection with my participation in the Bicycle tour (hereinafter referred to as the "Bicycle Tour"). This Agreement forms a material part of Registration for the Bicycle Tour. I, the undersigned participant do hereby acknowledge and agree in full to the following terms and conditions.

### REPRESENTATIONS & UNDERTAKINGS

I hereby represent to "LMT" as to each of the following statements with full knowledge of the ramifications of Law 1599/1986 as to the truth of the statements set out herewith. I have read, understand and irrevocably agree to all of the terms and conditions of my Registration Form, the Bicycle Tour and this Agreement:

1. I am at least eighteen (18) years of age.
2. Children under the age of eighteen (18) must at all times be accompanied by an adult and require the signature of a parent or legal guardian in order to participate in the Bicycle Tour.
3. I am an able cyclist.
4. I agree to abide by all rules and regulations of "LMT" and all applicable laws, rules and regulations whether verbal, written or otherwise, including but not limited to the requirement to wear a bike helmet, and to strictly obey all traffic and road safety laws, generally accepted rules of safety and behavior whether on the bicycle or off the bicycle.
5. I understand that the Bicycle Tour will be physically demanding and a competent level of physical conditioning is required in order to participate in the Bicycle Tour.
6. I hereby represent that I am in sound medical condition capable of participating in the Bicycle Tour and that I do not currently suffer from, neither do I expect to suffer from, any physical or mental condition that would impair my abilities to safely participate in the Bicycle Tour and all related activities. I have not been advised against participating in the Bicycle Tour by a qualified health professional. Furthermore, I hereby agree I will be solely responsible for my health and safety.
7. I hereby state that I will ride the bicycle in a safe manner taking into account my own abilities, my equipment and the riding conditions and I will be solely responsible for the correct use of my bicycle and riding equipment.
8. I will not engage in any illegal or inappropriate behavior during the Bicycle Tour.
9. I will at all times respect the rights of other participants of the Bicycle Tour.

### RELEASES & ASSUMPTION OF RISK

1. I understand that the riding of a bicycle as a participant of the Bicycle Tour particularly the riding of bicycles on roads with other cars and in a busy Capital city require special care and attention to the rules of the road and is in and of itself inherently dangerous and may result in illness, injury or death which may be caused by, or result from, my own negligence, actions or omissions of others, including other participants of the Bicycle Tour and/or the employees and agents of "Let's Meet in Athens". I fully understand and was made aware of the inherent and potential dangers associated with the Bicycle Tour including, but not limited to, risks associated with physical exertion for which I may or may not be prepared for, illness or other medical conditions, failure of performance by third parties, consumption of alcohol, medications or drugs, natural events or other causes, including but not limited to weather, general road conditions, road traffic, equipment failures, stolen, lost or otherwise damaged property. I understand that medical facilities and/or services may not be readily available or accessible during the Bicycle Tour.
2. I further understand, agree and acknowledge that the enjoyment of the Bicycle Tour is in part derived from the potential risks and dangers associated with these types of activities and knowing this I voluntarily participate of my own free will and choice and in doing so assume all and any risks foreseen or otherwise.
3. I acknowledge the inherent danger and the potential risks involved foreseen or otherwise, AND HEREBY UNEQUIVOCALLY AND IRREVOCABLY RELEASE, DISCHARGE, WAIVE AND COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS "LMT" ITS OFFICERS, OWNERS, AGENTS, MEMBERS, EMPLOYEES, CONTRACTORS, SUPPLIERS, GUIDES, VOLUNTEERS and the respective successors and assigns of all of the foregoing (hereinafter collectively referred to as "Releases") from any and all claims, liabilities, legal action for damages, losses, costs, personal injury or damage to property or death (hereinafter collectively referred to as, "Losses") I may suffer or incur whether directly or indirectly arising out of or otherwise

relating in any respect whatsoever to my participating in the Bicycle Tour or any ancillary activities, services or products provided by any Releases in connection therewith. This waiver and release shall include, without limitation, any Losses which may be sustained by me prior, during or after the Bicycle Tour or otherwise caused by any act, or omission by the Releases even if any Losses occurred as a result of the negligence of any or all of the Releases.

4.I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY AND ALL OF THE RELEASEES EITHER JOINTLY OR SEVERALLY FOR ANY AND ALL LOSSES including but not limited to attorneys' costs, arising from or relating in any respect to my participation in the Bicycle Tour or my breach of this Agreement. This provision will apply regardless of whether or not the Losses, attorneys' fees and/or costs arise out of the negligence of any of the Releases. I agree that this Agreement shall be legally binding upon me personally, all members of my family and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this Bicycle Tour and to release Releases from any and all liabilities to the maximum extent permitted by law.

#### **DISCLAIMER & LIMITATION OF LIABILITY**

##### **I HEREBY ACKNOWLEDGE THAT:**

**A. "Let's Meet in Thessaloniki" DISCLAIMS ALL REPRESENTATION WHETHER EXPRESS OR IMPLIED, ALL WARRANTIES AND GUARRANTIES INCLUDING BUT NOT LIMITED BY ALL WARRANTS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY THE APPLICABLE LAW.**

**B. "Let's Meet in Thessaloniki" HAS MADE NOT REPRESENTATIONS AND/OR WARRANTIES OF WHATSOEVER NATURE REGARDING THE BICYCLE TOUR, ANY PRODUCTS OR SERVICES OFFERED BY ITSELF OR ANY THIRD PARTY.**

**C. "Let's Meet in Thessaloniki" WILL NOT BE LIABLE TO MYSELF FOR ANY DAMAGES OF WHATSOEVER NATURE WHETHER GENERAL OR SPECIAL, DIRECT OR INDIRECT, CONSEQUENTIAL OR PUNITIVE, WHETHER THE SAID DAMAGES HAVE ARISEN AS CONSEQUENCE OF BREACH OF CONTRACT OR TORT.**

#### **MISCELLANEOUS**

I understand that "LMT" reserves the right to refuse or remove from the Bicycle Tour, any person it deems in its sole and absolute discretion to be incapable of meeting the rigors and requirements of participating in the Bicycle Tour or ancillary activities, or for any other reason in its sole and absolute discretion.

"LMT" reserves the right to make route and other modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of participants.

*As part of this Agreement, and for no additional consideration, I hereby consent to the use of my name, image and likeness, by "LMT" for promotional purposes, including, without limitation, photographs and video from my participation in the Bicycle Tour.*

This Agreement shall be governed and interpreted in accordance with the laws of Greece. Any disputes or enforcement under this Agreement may be brought in the courts of Athens, Greece and the parties hereby consent to the personal jurisdiction and venue of these courts.

This Agreement may not be amended except by in writing signed by both parties hereto. Neither this Agreement, nor any of the terms or conditions hereof, may be assigned or transferred by me without the prior written consent of "LMA". This Agreement shall survive notwithstanding completion of the Bicycle Tour or any termination or cancellation thereof, or removal there from, regardless of the reason.

I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

#### **VOLUNTARY EXECUTION**

This Agreement is the complete and exclusive agreement between myself and "LMT", superseding any prior agreements and communications both written and oral regarding the Bicycle Tour and ancillary activities. This Agreement may only be modified in writing by written document executed by both parties. I have carefully read and fully understand the contents of this Agreement and further understand that this is a legally binding and enforceable contract and sign it of my own free will.

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(Parent of participant or legal guardian if required)

\_\_\_\_\_  
(Date)