

[TK&A letterhead]

Odyssey 2000® Rider Agreement and Limitation of Liability (Please Read)*

Institutions Covered by This Agreement:

Tim Kneeland & Associates, Inc. ("TK&A")

Odyssey 2000® Vendors

I, the undersigned, a participant and/or staff person in the above designated bicycle Event, acknowledge agree to abide by conditions of this Agreement as follows:

The Event. The Odyssey 2000® ("Odyssey" or the "Event") is a one year international bicycling field expedition commencing January 1, 2000 to end December 31, 2000, the nature and extent of which have been fully explained to me. Odyssey is a "full service" ride and will provide the following:

- all scheduled transportation once the trip leaves Los Angeles, California;
- dinners and breakfasts;
- overnight facilities (at least 40% will be in hotels, hostels or bunks);
- amenities such as hot showers, potable water, toilets and massages;
- daily route guides (DRGs);
- gear transport;
- an Odyssey 2000 bike;
- professional traveling bike shop;
- medical facilities and emergency first-aid support;
- personal counseling to help riders prepare for the Odyssey 2000;
- a complete handbook with tips on training, world travel techniques, trip preparation, clothing, equipment, camping and health;
- an understanding and supportive staff made up of volunteers specializing in emergency medicine, health, massage, physical therapy, international relations, bike

* PLEASE NOTE: THIS DOCUMENT MUST BE RECEIVED BY TIM KNEELAND & ASSOCIATES, INC. WITH THE FINAL PAYMENT FOR THE ODYSSEY 2000 BY FEBRUARY 1, 1999, IN ORDER FOR YOU TO BE ELIGIBLE TO PARTICIPATE.

- repair, vehicle repair, language, in-country hosts, history, geography, and communications;
- leadership by North America's most experienced team of long distance bicycling event creators and managers; and
 - a probable stop at the Olympics in Sidney, Australia.

I understand that the services described in this paragraph are intended to provide me with a basic support structure during the Odyssey, but that there may be times when the services might differ. If I do not receive on any given day exactly what is described in this paragraph, or has been described to me in *Rider Memos*, this will not result in a breach of this agreement or my right to a refund of any kind.

TK&A is not responsible in any way for acts beyond its control, acts of God, warfare, strife or political conditions that I may encounter during the Odyssey or that may otherwise affect the services or route of the Odyssey. Given the nature and duration of the Odyssey, I agree to be flexible in terms of my expectations of the Event's services and route. I therefore understand that TK&A exclusively reserves the right to reasonably modify the services of the trip or the route at its discretion.

1. Accommodations. I understand that the overnight accommodations will be shared and that TK&A will not be providing me with a private room at any point along the route. If I wish to obtain different or separate lodging on my own through the same vendors TK&A has already contracted with for the Odyssey, I agree to approach these vendors only through TK&A. I understand that I always have the right to make other separate accommodations on my own.
2. No Provision for Transfer of Services to Other Riders or for Refunds of Unused Services. I understand that I cannot transfer any service during the trip to another rider or staff in the event I choose not to use that service. I also understand that I will not receive a refund for an unused service. This means, for example, that if I choose not to accept a meal or room furnished by TK&A, I cannot give my meal or room to another person or receive a refund for the meal or room. This also means that if I choose to leave the Odyssey for a period of time, I cannot transfer my portion of expected services to another rider or receive a refund for the unused services.
3. Strenuous Physical Activity. As a rider in the Odyssey, I expect to ride approximately seventy-seven (77) miles per day on my bicycle for the duration of the event, except for lay or rest days. For this reason, I understand and acknowledge that the Event will require strenuous physical activity and endurance. TK&A will have limited vehicle seating that will be offered to me if I am not physically able to ride on a certain day, if seating is available. However, TK&A cannot guarantee that a seat in a vehicle will be available to me upon my request. Offers for a ride will be at the sole discretion of TK&A. My request to ride in the vehicle must be reasonable and only on limited occasions.

4. Check-In/Out Procedures. I agree to check in with TK&A staff each morning [time] and check out if I leave the Odyssey for any period of time. TK&A will designate certain checkpoints and procedures for checking in and checking out. In the event I choose to check out, I will provide TK&A staff with a written description of my intention to check out and the expected dates of my absence. TK&A will be under no obligation to keep track of me and my location during the Odyssey. I bear the sole responsibility for keeping TK&A informed of where I expect to be on a given day.
5. Riding Protocol and Personal Conduct. I agree to ride my bicycle safely during the Odyssey and to ride in accordance with riding protocol described in the *Riders Handbook* and the *Odyssey 2000 Supplement to the Riders Handbook*, both of which are incorporated by reference into this agreement.

I understand that the Odyssey will necessarily involve close living conditions with the staff and other riders, and as a member of the Odyssey community I agree to respect the privacy of others on the trip. This means, for example, that I will not use or share personal information about Odyssey staff and riders without their consent. I also agree to be courteous and civil to other persons at all times during the Odyssey. I understand that TK&A has the right to exclude me from the Odyssey should I become disruptive of the Event or dangerous to any person, including myself.

Communication with Family, Friends and Business Associates During the Odyssey. I understand that TK&A expects that I will maintain contact with my family, friends and business associates during the Odyssey. TK&A is not under any obligation to assist me in maintaining contact with any person or to forward or receive personal or business-related messages on my behalf during the Odyssey.

However, if I should experience a medical emergency during the Odyssey, TK&A will contact the person or persons listed on the *TK&A Emergency Medical Slip* that I have completed and signed. TK&A will also receive personal medical emergency messages for me through its office in Seattle, Washington and forward such messages to me during the Event. Emergency messages should be directed in writing, or by phone fax or e-mail, to:

Odyssey 2000 Coordinator
Tim Kneeland & Associates, Inc.
200 Lake Washington Blvd., Suite 101
Seattle, Washington 98122-6540 USA
phone: 206/322/4102
800/433/0528
fax: 206/3224509
e-mail: TimTKA@aol.com

8. Assumption of Risk. I acknowledge that by participating in the Event I am placing myself at risk and **I assume the entire risk of engaging in this activity.**

9. Physical condition. I certify that, to the best of my knowledge, I have no physical condition which will be aggravated by, or which will impair my ability to participate in the Event. I further certify that, during the past thirty (30) days, I have not suffered any illness or taken any prescription medication, except as otherwise written on the *Participant's Medical History* form submitted for this Event.
10. Helmet Requirement. I agree to wear an ANSI approved or equivalent bicycle helmet whenever riding a bicycle during the Event, and I have been instructed about and understand the need for this requirement.
11. Event course and conditions. TK&A will provide me with a tentative itinerary and expected course route from time to time. However, I understand that TK&A reserves the right to change the course and itinerary without notice to me and that every overnight stop is subject to change. I also understand and acknowledge that neither TK&A nor any other person or institution associated with the promotion or sponsorship of the Event, has thoroughly examined, inspected or maintained the course to be followed during the Event. I further understand and acknowledge that none of the above-named institutions, including their agents and employees, are responsible for the conditions which I may encounter, including, but not limited to, the condition of the road, the road shoulders, and/or the areas through which the course passes. I have not relied upon any representation that the course which I will follow is safe or in any way free of risk.
12. Condition of Equipment. I understand and acknowledge that the above-named institutions, including their agents and employees, have not inspected nor are they responsible for inspecting the bicycle(s) I shall use during the Event or any of the other equipment I shall use. I further understand and acknowledge that I am solely responsible for the condition, maintenance and/or safety of all equipment used by me during this Event. Accordingly, I agree to check my equipment each day.
13. Security of Equipment. I understand and acknowledge that I am solely responsible for the security of my bicycle(s) and other personal gear during the Event, and that above-named institutions cannot be held responsible for the theft or loss of any personal gear during the Event, including my bicycle(s). Accordingly, I agree to keep track of and check my personal gear each day during the Event.
14. Foreign Country Entry Requirements. I understand and acknowledge that I am solely responsible for fulfilling the entry requirements for each country through which TK&A routes the Event. In order to assist me in preparing for the trip, TK&A will provide me with a list of these countries and may, in its own discretion, provide me with a list of entry requirements for these countries. However, TK&A is under no obligation to provide me with accurate, current foreign entry requirements or to ensure that I have fulfilled such requirements prior to the commencement of the Event. If I fail to fulfill entry requirements for a foreign country that result(s) in my inability to complete the trip or the rerouting of my trip in any way, I am solely responsible for the cost of any additional travel or other expenses that I may incur as a result of this failure.

15. Medical Care. I hereby authorize the above-named institutions, including their agents and employees, to provide access to medical care to me during the Event as, in the opinion of such person or institution, may be necessary or appropriate. I understand and acknowledge that any such medical care provided to me will not be an admission of liability by said institutions and would not constitute a waiver of any of the terms of this agreement. I understand that TK&A will provide me with emergency first aid care support during the Event but will not provide me with routine medical care.
16. Insurance. I understand and acknowledge that the above-named institutions do not maintain medical insurance for myself or any other participant in this Event. I agree to maintain adequate insurance for medical injury which may be suffered by me as a result of my participation in this Event. Adequate medical insurance for purposes of the Odyssey must provide coverage during international travel on every continent (except Antarctica) and provide for air evacuation. **I agree to provide TK&A with proof of my medical insurance prior to October 1, 1999.**
17. Release of Liability. I understand and acknowledge that participation in this Event could result in my or another's death, serious bodily injury and/or property damage and I agree to fully assume all such risks and to release the above-named institutions from any liability related to my participation in this Event.
18. Acceptance of Conditions in TK&A Rider Handbook and Rider Memos. I certify and acknowledge that I have received, read and agree to the conditions of the Event described in the TK&A *Rider Memos* provided to me from time to time after I registered for the Event and in the terms and conditions of TK&A's *Rider Handbook* and the *Odyssey 2000 Rider Handbook Supplement* also provided to me after I registered for the Event. I agree to read and be familiar with the contents of all Rider Memos received after I sign this agreement. I also agree to keep all information in the *Rider Memos* and *Rider Handbook* confidential, as described in paragraph **[insert]**, below. The TK&A *Rider Memos* and *Rider Handbook* are incorporated by reference into this agreement.
19. Acceptance of Conditions of Fees and Payments Schedule. I certify and acknowledge that I have received, read and agree to the conditions described in TK&A's *Fees and Payments for Odyssey 2000* schedule, which was provided to me after I registered for the Event. The *Fees and Payments for Odyssey 2000*® schedule is incorporated by reference into this agreement.
20. Use of Odyssey 2000 name. I understand and acknowledge that Odyssey 2000 is a trademark of TK&A and is registered with the United States Government for national and international protection, and that I have received, read and accept the conditions of TK&A's *Use of the Odyssey 2000 Name* official policy. Under this policy, I agree, among other things, to obtain TK&A's approval of any material I produce, or anyone else produces on my behalf, to raise money or promote my involvement in Odyssey 2000 **prior** to its release. I also agree not to wear or place on my bicycle any promotional clothing or material from any other corporation or organization, or any clothing or material that indicates or refers to a political belief or makes a political statement. While Odyssey riders are encouraged to promote peace and harmony, any other message could offend someone with different beliefs,

particularly those of other riders or of different cultures along the Odyssey route. I understand that TK&A may ask me to wear an official Odyssey shirt, which TK&A will provide, during certain points of the Event to promote unity and community among the riders and agree to wear an official shirt on those occasions. This would most likely occur at the beginning and end of the Odyssey.

21. Confidentiality. I understand and acknowledge that the certain information regarding the Odyssey is confidential information for the personal use of registered Odyssey riders only, including the day-to-day itinerary of the Event, the *Rider Memos*, the *Rider Handbook* and the *Odyssey 2000 Rider Handbook Supplement*. I agree not to use this information for commercial purposes or to disclose this information to anyone else, except for family or friends. I agree not to disclose or post any confidential TK&A information on the internet.
22. Indemnification. In the Event that any of the above-named institutions, including their agents and employees, is made a party to a legal action arising out of the Event, I agree to indemnify fully said institutions, agents and employees for all damages, costs, expenses, attorney's fees, liability or claims expended or incurred relating to such an action, if such liability results from my wrongful act or negligence.
23. Dispute Resolution. This agreement is entered into in the State of Washington, United States of America, and shall be interpreted under the laws of said State. I agree to attempt to resolve any dispute as to the interpretation or enforcement of any part of this agreement or otherwise arising out of the Event first by mediation and then by arbitration. Any mediation or arbitration shall be brought in King County, Washington and governed by the rules in use at that time by the Washington Arbitration and Mediation Service. Any dispute or legal claim brought under this agreement shall be brought within one year of the date of the event giving rise to the dispute or claim.
24. Permission to Use Likeness. I hereby grant permission to all of the above-named institutions to use any and all photographs, video reproductions or other likeness of me participating in the Event without obligation or liability to me.
25. Release of Name to Media. If I complete and sign the TK&A *Odyssey 2000 Media Permission Slip*, or the *Media Permission* form, TK&A, is authorized to release my name to the media, which may result in my being contacted for an interview by the media. The *Odyssey 2000 Media Permission Slip* or *Media Permission* form that I have signed is incorporated by reference into this agreement.
26. Most broad waiver of liability applies. In the Event that inconsistencies exist between this document and any other document(s) which is intended to act as a release, waiver of liability, and/or indemnity agreement, the provisions containing the broader form of release, waiver or indemnity language shall apply.
27. Complete agreement. I understand and acknowledge that this agreement constitutes the entire agreement between the above-named institutions and me, and I expressly acknowledge

that there are no oral or written collateral agreements, understandings or representations between the parties other than as contained in this agreement.

28. Agreement binding on myself and others. I acknowledge and understand that this agreement is forever binding upon myself, my heirs and my assigns.

Signature of Participant _____ Date _____

Typed/Printed Name of Participant _____

Signature of Parent or Guardian _____
(if Participant is under age 18)