

Announcing the return of the:

“Tour de Payson”

Brought to you by the **Phoenix Metro Bicycle Club** with the assistance of:
Hike, Bike & Run of Payson, the **Town of Payson** and the **Rim Country Chamber of Commerce**

Saturday, May 8, 2010

Rollout 8:30 a.m. (sign-in beginning at 8:00 a.m.)

(Start/Finish: Macky's Grill, SW corner of Beeline Hwy & Main St., Payson)

What does **Payson** have in common with **Paris-Roubaix**, **La Vuelta a Espana** and **Le Tour de France**? Well, within 50 miles of riding in and around Payson you can (1) cross a 1/4 mile dirt/cobbled section of road...twice, (2) ride a climb that will remind you of a Vuelta route in southern Spain and (3) ride enough challenging climbs and smell enough pines to think you are in **the Alps** of Le Tour. Take all that, and add in **two shallow water crossings** (yes, your tires could be 1" to 6" under water), **possible elk sitings** and **views of the Mogollon Rim**, and you have the *new* **Tour de Payson**.

We are back after a hiatus since 2005, and this year will be a "low cost, low key, come ride and see" preview-of-coming-attractions ride. We start late (8:30 am) so you can drive up from the Valley or elsewhere that morning, or sleep in and have coffee if you come "up the hill" the night before. Route options will be available from 5 to 50+ miles, but **remember as you choose your version that the starting altitude is 5,200 ft and the course is, as Paul Sherwen would say, "lumpy"**. There is no required mass start, but we do hope to have several local guides available after the 8:00-8:30 am registration to lead an easy-paced warm-up circuit around town before the hill work begins.

This year's "budget-friendly" ride fee will be a mere \$15 per rider to cover insurance, SAG costs and volunteer mileage expenses (no profit intended). Lunch/beverages will be optional and on your own (not included) after the ride at a reserved section on the patio of **Macky's Grill (11:00-12:30)**. So, drive up that morning and back by mid-afternoon, or make a weekend of it (plenty of hotel rooms are available, and a list of Payson and Rim Country weekend activities and dining suggestions will be available at the ride).

- **PMBC-logo Polar water bottles will be given to the first 50 pre-registered riders.**
- **Photos of the 2004 ride are posted in the "gallery" at the club web site: www.pmbcaz.org**
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Payson area hotels/motels (visit www.rimcountrychamber.com . for other options) include the following:

Majestic Mountain Inn, 602 E Hwy 260, Payson, 1-800-408-2442
Best Western Payson Inn, 801 N Beeline Hwy, Payson, 1-800-247-9477/928-474-3241
Mazatzal Hotel & Casino, Mile Marker 251, Hwy 87, Payson, 1-800-777-7529

Please register by May 1 by filling out and returning the form below. For additional questions/information, e-mail "marco3@cox.net" or call Bob Beane at 480-961-1951.

"Tour de Payson - 2010" Registration (**one rider per registration**):

Mail to: **PMBC, PO Box 26788, Tempe, AZ 85285-6788**

Printed rider name:	_____	PMBC/GABA/ABC or Payson Area: \$15	_____
Street Address:	_____	(req'd: member club/chapter: _____)	
City/Town:	_____	Other/non-Member fee: \$20	_____
State:	_____	Extra lunch ticket (N/A, no host this yr)	_____
Telephone:	_____	Late fee: Postmark/Reg after 5/1+\$ 5	_____
e-mail:	_____	PMBC membership (Ind \$15, Fam \$20)	_____
Rider signature/Date:	_____ / _____	Total	_____

By signing above, I agree to sign a liability waiver prior to participating in the "Tour de Payson". I understand that I am not, nor is any minor child, registered as a participant in this event until a legally valid waiver signature has been provided. Furthermore, I understand that this event is a scenic tour, not a race, conducted primarily on public streets, and that I am subject to Arizona laws with respect to my participation both on and off the road. Participants under the age of 16 must be accompanied by a responsible adult.)

Phoenix Metro Bicycle Club

THIS IS AN IMPORTANT DOCUMENT THAT WAIVES YOUR LEGAL RIGHTS.

NAME OF EVENT: **Tour de Payson**

Date: **May 8, 2010**

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND WAIVER OF CONSTITUTIONAL RIGHT

In consideration of my participation in any way in the Phoenix Metro Bicycle Club ("Club") sponsoring bicycle activities ("Activity"), I do for me, my personal representatives, assigns, heirs and next-of-kin:

1. AGREE, represent, acknowledge and understand the nature of bicycle activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which hazards of traveling are to be expected.

2. FURTHER AGREE and warrant that at any time if I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

3. FULLY UNDERSTAND that (a) bicycling activities involve risks and dangers of serious bodily injury including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence or gross negligence of "Releasees" as designated herein; (c) there may be other risks and other social and economic losses either not known to me or not readily foreseeable at this time; (d) and I fully accept and assume all such Risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activity.

4. HEREBY RELEASE, discharge, and covenant not to sue the Club, any of its directors, agents, officers, members, volunteers, and employees, any other participants, sponsors, advertisers, and, if applicable, any owners or lessors of the premises on which the Activity takes place, and the League of American Wheelmen (all collectively defined as "Releasees"),

FROM ALL LIABILITY, 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 THE NEGLIGENCE IN RENDERING ANY KIND OF CARE WHATSOEVER.

5. FURTHER AGREE that despite this Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Waiver of Constitutional Right, I, or anyone on my behalf, makes a claim against any of Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney's fees, loss, liability, damage, or cost which any may incur as the result of this claim.

6. FURTHER AGREE that as a participant in any Club activity, I must obey all Arizona traffic laws and must wear at all times an ANSI, ASTM, or Snell-approved helmet.

7. FURTHER AGREE, acknowledge, and understand that this release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Waiver of Constitutional Right, shall be applicable to any and all Club activity from this date forward regardless of whether I remain a member of the Club and expressly agree that this "Agreement" is intended to be applicable to any Club activity in which I participate from the date of the execution of this Agreement.

8. RELEASE, WAIVE and otherwise disavow any protection of Article 18, Section 5, of the Arizona Constitution, which allows for the defenses of contributory negligence or assumption of the risk to be a question of fact and to be left for the jury consideration and expressly acknowledge that the waiver of this constitutional right and the execution of this release shall forever bar my rights to make a claim, sue or otherwise file any type of litigation against Releasees.

I EXPRESSLY ACKNOWLEDGE WAIVING THE AFOREMENTIONED CONSTITUTIONAL RIGHT. Initial Here: _____

I have read this Agreement, fully understand its terms, understand that I am giving up substantial rights **including waiving a constitutional right**, by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release and/or waiver of any and all liability and/or constitutional right to the greatest extent allowed by the law and agree that if any portion of this agreement is held to be invalid, the balance notwithstanding shall continue in full force and effect.

PRINTED NAME OF PARTICIPANT: _____ PHONE: _____

ADDRESS: _____ City: _____ State: _____ ZIP: _____

I HAVE READ AND ACCEPT THIS RELEASE

PARTICIPANT'S SIGNATURE _____ DATE: _____

Emergency contact information: Name _____ Phone: _____

MINOR RELEASE : AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR ANY COST WHICH MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____ PHONE: _____

ADDRESS: _____ City: _____ State: _____ ZIP: _____

I HAVE READ AND ACCEPT THIS RELEASE

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____

(Only if participant is under the age of 18)