



**WAIVER AND RELEASE OF LIABILITY
THIS IS A LEGALLY BINDING DOCUMENT - READ IT!**

IN CONSIDERATION of being permitted to participate with BIKE BUDDIES CYCLING CLUB ("BBCC") in any sponsored or supported club Activities, not limited to bicycling ("Activities"), I, for myself, my personal representatives, successors, assigns, heirs and next of kin, hereby acknowledge and agree to the following:

1. I ACKNOWLEDGE, agree and represent that I understand the nature of Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge that some, or all, club Activities may involve risks, dangers and hazards. Some Activities are conducted over public roads and facilities open to the public, which the hazards of traveling are to be expected, and that I engage in such Activities at my own risk. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activities.

2. I FULLY UNDERSTAND that: (a) 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 Activities, the conditions in which the Activities take place, or the negligence of the "Releasees" named below; and (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time. I hereby 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 Activities with BBCC.

3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club and all of its directors, officers, employees, members, administrators, agents and volunteers; other participants in the Activities; and any sponsors, advertisers, and, if applicable, owners and lessors of premises on or over which the Activities take place (each considered one of the "RELEASEES" herein) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, PERSONAL OR BODILY INJURY, PROPERTY DAMAGE OR OTHER DAMAGES INCURRED BY ME OR ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE "RELEASEES" OR OTHERWISE, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which any may incur as the result of such claim.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY 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 LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE REMAINING PORTION SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature: _____

Date: _____

Print Name of Participant:

Email:

Cell Phone Number:

Emergency Contact Name:

Emergency Contact Phone:

FOR PARENT/LEGAL GUARDIAN OF PARTICIPANTS UNDER 18 YEARS OLD:

By signing this Waiver and Release of Liability I, as parent/legal guardian with legal responsibility for this participant, hereby give my consent to my child's participation in the Activities and I, for myself, my child and our heirs, assigns, personal representatives and next of kin, fully understand and do consent and agree to all of the terms set forth above including the release of the Releasees as set forth above.

Signature: _____

Date: _____

Print Name: