

CROSS CREEK CYCLING CLUB (C4) EVENT & RIDE

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.

EVENT: _____ **DATE:** _____

In consideration of being permitted to participate in any way in Cross Creek Cycling Club sponsored Bicycling Activities ("Activity") I, _____ for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature and inherent risk of Bicycling 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 the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. Acknowledge and agree that I will at all times when riding a bicycle, properly wear a CPSC Certified Bicycle Helmet.
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 of the "releasees" Named Below; **(c)** there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR THE 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 Cross Creek Cycling Club, their respective administrators, directors, agents, officers, volunteers and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place (each considered on of the "RELEASEES" HEREIN) 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 NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT 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 THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS 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 OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE.

X _____ Age: _____ Date Signed: _____
PARTICIPANT'S SIGNATURE

FOR PARENT/LEGAL GUARDIAN OF PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

(Printed name of Parent/Legal Guardian)

Phone Number: _____

X _____ Age: _____ Date Signed: _____
PARENT/LEGAL GUARDIAN SIGNATURE