

# Event Waiver

Name: \_\_\_\_\_ Todays Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone \_\_\_\_\_ Email: \_\_\_\_\_

Event: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone \_\_\_\_\_

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in any way in Spoke-N-Sport 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 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 travelling 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. **Initial** \_\_\_\_\_

2. 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 LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity. **Initial** \_\_\_\_\_

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Spoke-N-Sport, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one 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. **Initial** \_\_\_\_\_

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 AND EFFECT. **Initial** \_\_\_\_\_

I attest that I am eighteen (18) years of age or older (or that if I am younger, my parents or legal guardian have executed this waiver below), and that I am physically fit and sufficiently trained to participate in all activities associated with the program or events and my participation in such program or events is voluntary.

**Signature of Entrant:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Print Name:** \_\_\_\_\_ **Age:** \_\_\_\_\_

### CONSENT AND RELEASE OF PARENT OR LEGAL GUARDIAN

I am the parent or legal guardian of \_\_\_\_\_ (Child). My Child is fit for the event, and I consent to my Child's participation. I have read and understand the above contract. In consideration of allowing my Child to participate, I consent to the contract and agree that its terms shall likewise bind me, my child, and our heirs, legal representatives, and assignees. I hereby release and shall defend, indemnify and hold harmless the releasees from every claim and any liability that I or my Child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, Whether caused by the negligence of the releasees or others to the maximum extent permitted by law. I promise not to sue the releasees on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the event.

**Signature of Parent  
or Legal Guardian** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_