



# BIKE TO THE SEA

## **Ride, Event, and Activity Waiver and Release of Liability**

*Bike to the Sea, Inc. is insured by the League of American Wheelman doing business as the League of American Bicyclists and by the Mesa Underwriters Speciality Insurance Company.*

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, and INDEMNITY for LEAGUE OF AMERICAN WHEELMAN D/B/A LEAGUE OF AMERICAN BICYCLISTS ("LAB"), and MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY ("MUSIC") IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY WAY, INCLUDING BUT NOT LIMITED TO CAPACITY AS A PARTICIPANT, A VOLUNTEER, OR IN ANY OTHER ROLE WILLINGLY ACCEPTED in Bike to the Sea, Inc. ("Club") sponsored Bicycling Activities and Bicycle Repair and Maintenance 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 Bicycle Repair and Maintenance Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge that the Activities will be conducted over public roads and facilities open to the public during the Activities and upon which the hazards of traveling and repair and maintenance activities 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. FULLY UNDERSTAND that (a) BICYCLING ACTIVITIES AND BICYCLE REPAIR AND MAINTENANCE 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 conditions 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 may incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, the LAB, the MUSIC, 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



# BIKE TO THE SEA

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.

4. I UNDERSTAND THAT IF I AM INJURED IN THE COURSE OF PARTICIPATING IN ANY WAY IN BICYCLING ACTIVITIES AND BICYCLE REPAIR AND MAINTENANCE ACTIVITIES, I AM NOT COVERED BY THE CLUB'S WORKERS' COMPENSATION PROGRAM. I authorize the Club to seek emergency medical treatment on my behalf in case of injury, accident or illness to me arising from my involvement as a volunteer. I understand that I will be responsible for medical costs incurred by such accident, illness or injury.

I AM 18 YEARS OF AGE OR OLDER, 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 BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.