



V-9/2013

WAIVER/ASSUMPTION OF RISK

IN CONSIDERATION of being permitted to participate in any way in Bicycles Etc. (Retail Store) sponsored Bicycling Activities (Activity) I 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 hazard 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 Activity.

2. FULLY UNDERSTAND that: (a) BICYCLING ACTIVITIES INVOLVE RISK AND DANGERS OF SERIOUS BODY 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.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Bicycles Etc. (Retail Store), or their respective administrators, directors, agents, officers, volunteers, and employees, and 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 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 a claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTANDING 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.

Date _____ Name _____ Signature _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

(Required if participant is under 18 years of age on date of signing this release)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all responsibilities incident to my minor child's involvement or participation in these programs as provided above.

Childs Name _____
(if under 18 years of age)

Parents Name _____ Signature _____
(if under 18 years of age)