

WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING

In consideration of being allowed to participate in any way in **Lightning Velo Cycling Club's** programs, related events and activities, I, _____, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from my participation in **Lightning Velo Cycling Club's** programs, related events and activities is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the hereinafter mentioned Releasees immediately; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS **Lightning Velo Cycling Club**, its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors and advertisers, ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law and that should I and/or my successors assert any claim in contravention of this agreement, I and/or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending such claims.

5. I agree it is my sole responsibility to be familiar with the ride courses, USCF and Lightning Velo Cycling Club Rules and all rules pertaining to riding on public roads. I accept responsibility for the condition and adequacy of my bike and equipment. I will ride wearing a helmet that satisfies the requirements of the USCF Racing Rules and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in a club event, or would interfere with my ability to participate in any club events.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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

Address _____

Emergency Contact Name/Relationship _____ Phone Number _____

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.

Name of Minor _____ Print Name of Parent/Legal Guardian _____

x _____ Date Signed: _____
PARENT/LEGAL GUARDIAN SIGNATURE