

Waiver of Liability – Rochester Bicycling Club

Date _____ Ride _____

Leader _____ Miles _____ Map # _____

WEATHER		
Circle one, based on time of year (March good is not July good!)		
5 Beautiful	4 Good	3 Fair
2 Poor	1 Nasty/Rain-out	

Rochester Bicycling Club Release and Waiver of Liability, Assumption of Risk, and Indemnity

In consideration of being permitted to participate in any way in Rochester Bicycling Club ("Club") sponsored Bicycling Activities ("Activity") or to use Club maps, routes, or electronic route data for my personal use, I for myself, my personal representatives, assigns, heirs, next of kin, or anyone else who might claim or sue on my behalf:

- 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 and have not been advised otherwise by a qualified health professional. 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.
- Fully understand that: (a) bicycling activities involve risks and dangers of serious bodily injury, including viral infections, bacterial infections and other communicable diseases and illnesses, 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 including but not limited to, falls, crashes with others, the effects of weather, and road conditions; and social and economic losses including but not limited to property damage, medical and hospital bills, or theft; 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 damage I incur as a result of my participation in the Activity.
- Hereby release, discharge, and covenant not to sue the Club, its respective board members and officers, members, organizers, volunteers, ride leaders, other participants, and any sponsors and 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 may incur as a result of such claim.
- The Club supplies maps, routes, and electronic route data (collectively MAPS) for the convenience of its members. The MAPS are supplied with no warranty of suitability for use. The user accepts all liability for their use.
- Participants under the Age of 18 must be accompanied by the minor's parent and/or legal guardian. As the minor's parent and/or legal guardian, I understand the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I accept points (1) (2) and (3) above on behalf of the minor.

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.

Name (Print Legibly)	Sign Name	Emergency Contact Number (not 911)	Member Y/N	Miles Ridden
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				