

Waiver of Liability – Rochester Cycling 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 Cycling Club Release and Waiver of Liability, Assumption of Risk, and Indemnity

In consideration of being permitted to participate in any way in Rochester Cycling Club ("Club") sponsored Cycling Activities ("Activity"), 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, the undersigned, understand the nature of Cycling Activities and that I am qualified, in reasonable 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 accept that: (a) bicycling activities involve risks and dangers of serious bodily injury, including but not limited to permanent disability and/or 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 Cycling Activity, the condition 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, it's respective board members and officers, members, organizers, volunteers, ride leaders, other participants, and any sponsors and advertisers and, if applicable, owners and leasers of the premises on which the Activity takes place (each considered one of the "RELEASEES" herein) from 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.
- Agree that riders under 18 years of age must be accompanied by member parent or guardian.
- Acknowledge that the route has been described to me and that I understand the route even though it may not have a map, and accept all risks related to bicycling this route, either alone or in the company of other Club members, regardless of weather conditions or any hazards along the route, either foreseeable or unforeseeable by myself or the RELEASEES, including, but not limited to, road conditions, road construction, debris on the route, traffic conditions, or wild or domestic animals.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed 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.

Name (Print Legibly)	Sign Name	Emergency Contact Number (not 911)	Member Y/N	Miles Ridden
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