

UPHILL INTO THE WIND

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL CONSENT AGREEMENT (“Agreement”) FOR UPHILL INTO THE WIND (“UITW”).

IN CONSIDERATION of being permitted to participate in any way in Uphill into the Wind (“Club”) sponsored bicycling and related activities (“Bicycling Activities”), 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 that I am qualified, in good health, and in proper physical condition to participate in such Bicycling Activity. I further acknowledge that the Bicycling Activity will be conducted over public roads and facilities open to the public during the Bicycling 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 Bicycling Activity.
2. FULLY UNDERSTAND that (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF POTENTIAL CONTACT WITH INFECTIOUS DISEASES, SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH TO ME OR OTHERS (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Bicycling 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 or that of the minor in the Bicycling Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, the jurisdictional agencies where the event occurs, its 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 Bicycling 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. 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. FURTHER UNDERSTAND AND ACKNOWLEDGE that Bicycle Activities include not only riding a bicycle but also all other activities directly or indirectly related to riding a bicycle, including, without limitation, transportation to and from rides with others, social activities, meetings, fundraising events, group rides and training, and providing or accepting “support and gear” services on group rides, and regardless of whether I am the primary operator of a bicycle, a spectator, or being transported on or by a bicycle ridden by someone else. I also understand and acknowledge (a) my sole responsibility to operate my bicycle safely and in accordance with all laws and “rules of the road” (b) that I have not relied on the Club or any of the Releasees to instruct or advise me on such matters or on how to operate a bicycle, and (c) that the Club and the Releasees have no duty, express or implied, to instruct or advise me on the proper and legal use of a bicycle or to prevent me from using the bicycle in a particular manner.
5. 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.

PARTICIPANT'S NAME (PRINTED): _____

PARTICIPANT'S SIGNATURE
(only if age 18 or over): _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____ DATE: _____

MINOR RELEASE

(Please complete for Participants under the age of 18)

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND 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 BICYCLING ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S 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 FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

MINOR'S NAME (PRINTED): _____

BIRTHDATE OF MINOR: _____

SIGNATURE OF MINOR PARTICIPANT: _____

PARENT/GUARDIAN NAME (PRINTED): _____

PARENT/GUARDIAN SIGNATURE
(only if participant is under the age of 18): _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____ DATE: _____