



2017 RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in any way during 2017 in **Kalamazoo Bicycle Club** (“KBC”) sponsored Bicycling Activities (“Activity”) 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 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 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.
2. **FULLY UNDERSTAND** that: (a) bicycling activities involve risks and dangers of serious bodily 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 responsibility for losses, costs and damages I incur as a result of my participation or that of the minor in the Activity.
3. **HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE** the KBC, 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 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 a result of such claim.

REMOVAL FROM ACTIVITY

I understand that I may be removed from the Activity if I do not obey the laws of Michigan or do not wear a bicycle helmet while bicycling. I understand that I may be asked to leave the Activity in the event that I come down with a contagious illness, including, but not limited to norovirus. I understand that the KBC may ask me to leave the Activity for inappropriate behavior. Furthermore, I understand that if I am asked to leave the Activity I will receive no refund (if a fee is involved) for the balance of the Activity.

PUBLICITY RELEASE

I agree that the KBC may share information, photographs and video tape about my participation in this Activity to promote Bicycling and the work of KBC with the media and in its own publications.

I have read this agreement, fully understand its terms, acknowledge that participation in this Activity is contingent upon my signing this waiver, 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. (Parent or Guardian’s Signature required for riders under age 18)

1 <u>I have read this release</u>	_____	Date _____
Signature	PRINTED Name	
2 <u>I have read this release</u>	_____	Date _____
Signature	PRINTED Name	
3 <u>I have read this release</u>	_____	Date _____
Signature	PRINTED Name	
4 <u>I have read this release</u>	_____	Date _____
Signature	PRINTED Name	
5 <u>I have read this release</u>	_____	Date _____
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8 <u>I have read this release</u>	_____	Date _____
Signature	PRINTED Name	
9 <u>I have read this release</u>	_____	Date _____
Signature	PRINTED Name	
10 <u>I have read this release</u>	_____	Date _____
Signature	PRINTED Name	