

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)**

IN CONSIDERATION of being permitted to participate in any way in the Central Minnesota Bicycle Club (“Club”) organized Activities (“Activity”) I, myself, my personal representatives, assigns:

1. I ACKNOWLEDGE that the Club is not a separate legal entity, but consists of an informal association of individuals who are personally interested in bicycling and one or more of such individuals organized the Activity.
  2. I ACKNOWLEDGE and agree that the individuals referenced above are the parties intended to be benefited by this Agreement and released hereunder (the Individuals collectively with the Club the “Released Parties”).
  3. I 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 the conditions to be unsafe, I will immediately discontinue further participation in the Activity.
  4. I 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 RELEASED PARTIES; (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 incur as a result of my participation or that of the minor in the Activity.
  5. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE, NOW OR IN THE FUTURE, the Released Parties including any claims, volunteers, and employees, other participants, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered to be one of the “Released Parties” 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 “RELEASED PARTIES” 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 Released Parties, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASED PARTIES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may occur as the result of any such claim, including any subrogation claims.
  6. I ACKNOWLEDGE and agree that this Agreement shall continue to be effective and apply to all future Activities I may participate in without the necessity of signing separate Agreements for each Activity. I Agree that that the Released Parties shall rely on this Agreement to protect them from liability for such future events.
- I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, 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, IRREVOCABLE 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.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ PARTICIPANTS SIGNATURE: \_\_\_\_\_

(only if age 18 or over)

**MINOR RELEASE**

AND 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 ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES 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 RELEASED PARTIES 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 RELEASED PARTIES, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_