

Maine Cycling Club Release and Waiver of Liability, Assumption of Risk and Indemnity

IN CONSIDERATION of being permitted to participate in any way in Maine Cycling Club ("Club") sponsored bicycling activities ("Activities") including, but not limited to, any and all riding, training, racing, marshaling, officiating, and/or coaching, I, for myself, my personal representatives, assigns, heirs, and next of kin, hereby:

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 Activities. I further acknowledge that the Activities will be conducted over public roads and facilities open to the public during the Activities 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 Activities.

2. FULLY UNDERSTAND that: (a) cycling is an inherently dangerous sport in which I participate at my own risk; (b) bicycling Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks"); (c) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activities, the condition in which the activities take place, or the negligence of the "releasees" named below; (d) 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.

3. RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, its affiliated organizations, the United States Cycling Federation, Inc. and its successors, the League of American Bicyclists, their 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 Activities take 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 or 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.

LIMITATION: This release shall not apply to injuries resulting from motor vehicle accidents to the extent that valid insurance coverage is afforded to any allegedly responsible party under a policy of motor vehicle insurance (including any no-fault and/or any umbrella coverage), BUT I AGREE THAT ALL CLAIMS FOR DAMAGES SHALL BE LIMITED TO THE LIMITS OF LIABILITY AFFORDED UNDER THE COVERAGES DESCRIBED IN THIS PARAGRAPH.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, understand that I have given up substantial rights by signing it, have signed it freely and without any inducement or assurance of any nature, 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.

Printed name of participant: _____ Age: _____

Participant's signature: _____ Date: _____

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. Subject to the LIMITATION above, 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.

Printed name of parent/guardian: _____

Parent/guardian's signature: _____ Date: _____