

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL CONSENT AGREEMENT ("Agreement") for LEHIGH VALLEY CYCLING CLUB, INC. ("LVCC")

Leader _____

Date _____

IN CONSIDERATION of being permitted to participate in any way in a LVCC sponsored activity of any kind, including but not limited to social, organizational or bicycling activities ("Activity" or "Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further acknowledge that Activities may be conducted over public roads and facilities open to the public during the Activity and upon which hazards, whether foreseeable or unforeseeable, are to be expected. I further agree and warrant that if, at any time, I believe conditions to be inadequate or unsafe, I will immediately discontinue further participation in the Activity. I understand that bicycle helmets must be worn at all times while participating in the event and I agree to comply with this rule.

2. FULLY UNDERSTAND that (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("Risks"); (b) these Risks may be caused by my own actions or inactions, the actions or inactions of others, whether or not participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" DEFINED BELOW and/or third parties to this Agreement; (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 in the Activity, including but not limited to falls; contact with other participants; the effects of the weather; the condition of the roads; and unsafe actions by other riders, drivers, or non- participants.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the LVCC, USA Cycling, the League of American Bicyclists, and other insurers and their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, 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, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS (COLLECTIVELY, THE "DAMAGES". I FURTHER AGREE that if, despite this 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, Damages, or costs which any may incur under such claim. 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 THAT THIS AGREEMENT CONSTITUTES A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AND DAMAGES 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. THIS AGREEMENT IS MADE UNDER, AND SHALL BE INTERPRETED BY, THE SUBSTANTIVE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, EXCLUDING ITS CONFLICTS OF LAW PROVISIONS.

Printed Name	Signature	Emergency Contact & Phone	Rider's Cell Phone	LVCC MEMBER (Y/N)
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12				

MINOR RELEASE (complete for Participants Under the Age of 18)

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 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 BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS AGREEMENT, I, THE MINOR, OR ANYONE ON THE MINOR'S 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, DAMAGES, OR COSTS ANY MAY INCUR AS THE RESULT OF, OR UNDER ANY SUCH CLAIM.

Minor's Name	Minor's Date Of Birth	Minor Signature	Parent/Guardian Signature
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