

BICYCLE SPORT SHOP, INC. EVENT WAIVER AND RELEASE FORM

PLEASE COMPLETE THE FOLLOWING INFORMATION

Today's Date: _____

Event Name: _____

Participant's Name: _____

Phone: _____

E-Mail: _____

Emergency Contact: _____

Emergency Contact Phone: _____

In consideration of my participation in the above-named event as allowed by BICYCLE SPORT SHOP, INC. and the acceptance of my registration, application, and/or payment for entry in the above-named event, I hereby freely agree to and make the following contractual representations and agreements.

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE, WAIVE ALL CLAIMS, AND RELEASE FROM LIABILITY BICYCLE SPORT SHOP, INC., ANY CO-ORGANIZER OF THIS EVENT, AND ALL OF THEIR RESPECTIVE AGENTS, INSURERS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, OFFICIALS, SPONSORS, EVENT DIRECTORS, LOCAL ASSOCIATIONS, AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT GOVERNED BY THE LAWS OF TEXAS WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL RIDES AND ACTIVITIES IN WHICH I PARTICIPATE AT THE EVENT, REGARDLESS OF WHETHER OR NOT LISTED ABOVE. I HAVE READ THIS RELEASE CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND I FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS EVENT, whether as a rider, participant, official, worker, volunteer, spectator, or otherwise, and **I FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation: dangers associated with man-made and natural obstacles and hazards; the dangers of collision with pedestrians, vehicles, other riders, animals both wild and domesticated, and fixed or moving objects; the dangers arising from road and trail surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, **THE RELEASEES' OWN NEGLIGENCE**, and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the event. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "SUCCESSORS"), **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the RELEASEES and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this event, and their respective agents, officials, and employees through or by which the event will be held, (the foregoing are also collectively deemed to be RELEASEES), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW**, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connections with, or arising out of, my participation in or association with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the event course and agenda, the RELEASEES' rules, and any special regulations for the event and

agree to comply with all such rules and regulations. I understand and agree that situations may arise during the event which may be beyond the control of the RELEASEES, and I must continually ride and otherwise participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this event. I will wear a helmet which satisfies the requirements of the RELEASEES' Rules or Regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet and any modifications or attachments made thereto. I have no physical or medical condition which would endanger myself or others if I participate in this event, or would interfere with my ability to safely participate in this event.

I agree, for myself and my SUCCESSORS, that the above representations are contractually binding, and are not mere recitals, and that should I or my SUCCESSORS assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the RELEASEES in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification. I consent to the release by any third party to RELEASEES and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

I ATTEST THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER (OR THAT IF I AM YOUNGER, MY PARENTS OR LEGAL GUARDIAN HAVE EXECUTED THIS WAIVER BELOW), AND THAT I AM PHYSICALLY FIT AND SUFFICIENTLY TRAINED TO PARTICIPATE IN ALL ACTIVITIES

ASSOCIATED WITH THE PROGRAM OR EVENTS AND MY PARTICIPATION IN SUCH PROGRAM OR EVENTS IS VOLUNTARY.

Signature of Participant (minors must also sign) _____
Age of Participant

CONSENT AND RELEASE OF PARENT OR LEGAL GUARDIAN

I am the parent or legal guardian of: _____
(Child). **I ATTEST MY CHILD IS FIT FOR THE ABOVE-NAMED EVENT, AND I CONSENT TO MY CHILD'S PARTICIPATION. I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** and our heirs, legal representatives, and assignees. **I ASSUME FULL RESPONSIBILITY FOR MY CHILD AND HIS/HER SAFETY DURING HIS/HER PARTICIPATION IN THE EVENT. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my Child may allege against the RELEASEES (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my Child's participation in the event, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my Child regarding any claim arising from my Child's participation in the event.

Signature of Parent or Legal Guardian