

Phoenix Metro Bicycle Club

THIS IMPORTANT DOCUMENT WAIVES YOUR LEGAL RIGHTS.

NAME OF EVENT: _____ **Date:** _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND WAIVER OF CONSTITUTIONAL RIGHT
In consideration of my participation in any way in the Phoenix Metro Bicycle Club (“Club”) sponsoring bicycle activities (“Activity”), I do for me, my personal representatives, assigns, heirs and next-of-kin:

1. AGREE, represent, acknowledge, and understand the nature of bicycle 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 hazards of traveling are to be expected.
2. FURTHER AGREE and warrant that at any time if I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
3. 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 or gross negligence of “Releasees” as designated herein; (c) there may be other risks and other social and economic losses either not known to me or not readily foreseeable at this time; (d) 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 in the Activity.
4. HEREBY RELEASE, discharge, and covenant not to sue the Club, any of its directors, agents, officers, members, volunteers, and employees, any other participants, sponsors, advertisers, and, if applicable, any owners or lessors of the premises on which the Activity takes place, and the League of American Wheelmen (all collectively defined as “Releasees”),
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 THE NEGLIGENCE IN RENDERING ANY KIND OF CARE WHATSOEVER.
5. FURTHER AGREE that despite this Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Waiver of Constitutional Right, I, or anyone on my behalf, makes a claim against any of Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney’s fees, loss, liability, damage, or cost which any may incur as the result of this claim.
6. FURTHER AGREE that as a participant in any Club activity, I must obey all Arizona traffic laws and must wear at all times an ANSI, ASTM, or Snell-approved helmet.
7. FURTHER AGREE, acknowledge, and understand that this release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Waiver of Constitutional Right, shall be applicable to any and all Club activity from this date forward regardless of whether I remain a member of the Club and expressly agree that this “Agreement” is intended to be applicable to any Club activity in which I participate from the date of the execution of this Agreement.
8. RELEASE, WAIVE and otherwise disavow any protection of Article 18, Section 5, of the Arizona Constitution, which allows for the defenses of contributory negligence or assumption of the risk to be a

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question of fact and to be left for the jury consideration and expressly acknowledge that the waiver of this constitutional right and the execution of this release shall forever bar my rights to make a claim, sue or otherwise file any type of litigation against Releasees.

I EXPRESSLY ACKNOWLEDGE WAIVING THE AFOREMENTIONED CONSTITUTIONAL RIGHT. Initial Here: _____

I have read this Agreement, fully understand its terms, understand that I am giving up substantial rights including waiving a constitutional right, by signing up for this ride, and have signed up for it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release and/or waiver of any and all liability and/or constitutional right to the greatest extent allowed by the 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: _____

PHONE: _____ ADDRESS: _____

City: _____ State: _____ ZIP: _____

I HAVE READ AND DO ACCEPT THIS RELEASE

PARTICIPANT'S SIGNATURE: _____ DATE: _____

Emergency contact information:

Name _____

Phone: _____

(If participant is under the age of 18, this section applies.)

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 RELEASEE'S 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 ANY COST WHICH MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____ PHONE: _____

ADDRESS: _____ City: _____ State: _____ ZIP: _____

I HAVE READ AND DO ACCEPT THIS RELEASE

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____