

WESTWOOD CYCLE COMPETITIVE AND NON-COMPETITIVE EVENT RELEASE FORM

PLEASE COMPLETE THE FOLLOWING INFORMATION:

DATE: _____ EVENT NAME: **GROUP RIDES** - April 2018 through November 2018 _____
(fill-in season dates)

NAME _____ ADDRESS _____

PHONE _____ EMAIL _____ CITY _____ ST _____ ZIP _____ DOB: _____

EMERGENCY CONTACT _____ EMERGENCY CONTACT PHONE _____

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE ORGANIZER OF THIS EVENT AND ITS OWNERS, AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, CLUBS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASE"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL RACES AND ACTIVITIES ENTERED AT THE EVENT, REGARDLESS WHETHER OR NOT LISTED ABOVE. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

In consideration of the issuance of a license to me by one or more Release or the acceptance of my application for entry in the above event, I hereby freely agree to make the following contractual representations and agreements. **I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS EVENT, WHETHER AS A RIDER, OFFICIAL, COACH, MECHANIC, VOLUNTEER, OR OTHERWISE, AND FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING,** by way of example, and not limitation: dangers associated with man-made and natural jumps; the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the event organizer and others, **THE RELEASES' OWN NEGLIGENCE,** the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with event. FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, ASSIGNEES, ANSD SUCCESSORS IN INTEREST (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT SUE** THE RELEASES 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 Releases), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTEND 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 CONNECTION 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' Racing Rules or Regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. 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 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 provision shall not be construed as a waiver or modification of any other provision herein or as a 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 of 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.

Print Name of Participant

Signature of Participant

Date