

Agreement, Waiver & Release of Liability - Minors

IN CONSIDERATION of being permitted to participate in any way in **Build A Bike** or other event event (including but not limited to receiving a bike as a donated gift, as part of the program, or any class or activity, calendar event, or other non-listed ride or event (collectively, the "Activity" or "Event" herein) organized by BUILD A BIKE NFP, ("BAB") their representatives, club members and/or other riders), and in future Activity or Event, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree and represent that I understand the nature of bicycling, including the Activity/Event, and that I am qualified, in good health, and in proper physical condition to participate in such Activity/Event. I further acknowledge that the Activity/Event will be conducted over public roads and facilities open to the public during the Activity/Event 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 Activity/Event.
2. 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/Event, the actions or inactions of others not participating in the Activity /Event, the conditions in which the Activity/Event takes place, or the negligence of the Releasees named below (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 loss, costs, and damages I incur as a result of my participation or that of the minor in the Activity/Event. By my participation in any Activity/Event, I certify that I am aware of these inherent dangers of bicycle riding.
3. Hereby release, discharge and covenant not to sue BAB, their respective administrators, directors, officers, agents, successors and assigns, members, ride leader(s)(if any), volunteers, employees, other participants, any sponsors, advertisers, and, if applicable, owners and/or lessors of premises on which the Activity/Event takes 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, Waiver of Liability, Assumption of 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. Furthermore, I will indemnify, save, and hold harmless BAB, and the Releasees against all claims, including, but not limited to, claims of negligence, unintentional acts, and acts of omission, and any loss or expense which may arise from my participation in any Activity/Event. I understand I am responsible for my own conduct and decisions while participating in a BAB Activity/Event and further agree that this Waiver & Release shall apply to any claim arising out of my participation in bicycling and non-bicycling activities while a participant in an Activity/Event.

Parent and Legal Guardian Waiver for Minors (Under 18 Years of Age)

If this applies to any one under the age of 18, the below signed parent and/or natural legal guardian does hereby represent that he/she is, in fact, acting in such capacity.

I, the minor's legal guardian, understand the nature of bicycling activities, as well as 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, 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.

Parent/Guardian Name: _____ Minor Name: _____

Parent/Guardian Signature and Date: _____