

NORTH BAY ELDER EBIKERS

MEMBERSHIP APPLICATION AND RELEASE

1 – Ebiker Information

_____		_____	_____
NAME		GENDER	DOB
_____		_____	_____
ADDRESS		CITY	ZIP
_____	_____	_____	_____
PHONE NUMBER	E-MAIL ADDRESS	CLASS OF EBIKE	OCCUPATION (Optional)

SPECIAL VOLUNTEER INTEREST (i.e. RIDE LEADER, ADMINISTRATOR, WEBSITE, etc.)			

_____	_____
EMERGENCY CONTACT	PHONE NUMBER

2 – Fee

Annual Fee – Individual Member – Valid for 12 months from date of sign up \$ 50.00

Donation to NBEE Donation \$ _____

TOTAL \$ _____

★ **Make check payable to North Bay Elder Ebikers and mail to:**

**NORTH BAY ELDER EBIKERS
30 PORTO BELLO DRIVE
SAN RAFAEL, CA 94901**

3 – Sign RELEASE ➤ **Must sign and return with your application to be processed.**

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT (“Agreement”) for NORTH BAY ELDER EBIKERS (the “Club”).

IN CONSIDERATION of being permitted to participate in any way in Club sponsored Ebiking Activities (“Activity”), I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of Ebiking 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 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.

2. FULLY UNDERSTAND that (a) EBIKING 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 conditions in which the Activity 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 RESPONSIBILITIES FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, 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 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 AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, or anyone on my behalf, makes 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.

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 TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BYLAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Please print your name:

Your signature

Dated: _____