## MAJOR TAYLOR CYCLING CLUB LOS ANGELES (MTCCLA) 2023 WAIVER AND RELEASE OF LIABILITY

Notice: This Release is a contract with legal consequences. READ BEFORE SIGNING (01/01/2023)

In consideration of being allowed to participate in any way in the Major Taylor Cycling Club Los Angeles (MTCCLA) program, its related events and activities, I, the undersigned, acknowledge, appreciate, and agree that:

- 1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEE(S), and assume full responsibility for my participation; and,
- 3. I agree it is my sole responsibility to be familiar with the ride course, and all rules and laws pertaining to riding on public roads. I accept responsibility for the condition and adequacy of my bike and equipment. I will ride wearing a helmet that satisfies the requirements of the U.S. Consumer Product Safety Commission for bicycle helmets. I assume all responsibility and liability for the selection of such a helmet.
- 4. I have no physical or medical condition which, to my knowledge, would endanger myself or others if I participate in MTCCLA activities, or would interfere with my ability to participate in such activities.
- 5. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Club officers and / or ride leader immediately; and,
- I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS MTCCLA and their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors and advertisers ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

## **COVID-19 PROTOCOLS**

I have read the "Protocol for Major Taylor Los Angeles (MTLA) Club Rides" and given the Ride Leaders a verbal acknowledgement of my understanding and adherence to the COVID-19 protocols. I also have read and agree to the "Actions" and "Case Reporting" sections of the MTLA Protocol.

Following the pronouncements above, I hereby declare the following:

By signing below, I acknowledge that I have read the foregoing Waiver and Release of Liability and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

| Print Name (First and Last): |              |
|------------------------------|--------------|
| xParticipant's Signature     | Date Signed: |
| EMERGENCY CONTACT            |              |
| Print Name (First and Last): |              |
| Relationship to Rider:       |              |
| Phone Number:                |              |
| Email Address:               |              |

## FOR PARENT/LEGAL GUARDIAN OF PARTICIPANTS OF MINORITY AGE

| This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as |  |
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| provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify       |  |
| and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs       |  |
| as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.                               |  |
| x Date Signed:   |  |
| PARENT/LEGAL GUARDIAN SIGNATURE  |  |