## RELEASE AND WAIVER OF LIABILITY,

## ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in this Major Taylor Cycling Club of South Carolina sponsored bicycle ride I, for myself, my personal representatives, assigns, heirs, and next of kin:

- 1. ACKNOWLEDGE, agree, and represent that I understand the nature of bicycling activities and that I am qualified 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 will obey all traffic laws and practice safe cycling. 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) 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 of the "releasees" named below; 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 losses, costs, and damages I incur as a result of my participation or that of the minor in the activity.
- 3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the club, its administrators, directors, agents, officers, members, volunteers, other participants, any sponsors, advertisers and, if applicable, owners, lessors and employees 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 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.
- 4. CONSENT TO EMERGENCY MEDICAL TREATMENT in the event of injury or illness.
- 5. AGREE that my photograph may be used in promotion or advertising with no compensation due.
- 6. WILL wear a certified helmet when riding my bicycle during this event.

Signature

Date

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