

Assumption of Risk, Waiver of Liability, Conditions of Participation, and Hold Harmless Agreement

NOTICE: This Release form is a contract with legal consequences. Read it carefully before signing.

In consideration of the acceptance of my application for membership in Touchstone Bicycling Club, I hereby freely agree to and make the following contractual representations and agreements.

I fully realize the dangers of participating in bicycle events, and I fully assume all the risks associated with such participation. I understand these risks include, by way of example and not limitation, the following: the dangers of collision with pedestrians, spectators, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment and weather conditions; property damage or loss; the dangers of travel to and from cycling events; and the possibility of serious physical and/or mental trauma, death, or injury associated with athletic cycling participation.

I hereby waive, release, and discharge for myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interest (hereinafter collectively referred to as "successors"), any and all rights and claims which I have or which may hereafter accrue to me against Touchstone Bicycling Club and their agents, representatives, successors and assigns for any and all damage which may be sustained by me directly or indirectly in connection with or arising out of, my participation with Touchstone Bicycling Club activities, or travel to or return from those events.

I agree it is my sole responsibility to be familiar with event conditions and any special regulations for these events. I understand and agree that situations may arise during events which may be beyond the immediate control of the event officials or organizers, and I must continually ride so as to endanger neither myself nor others. I accept responsibility for the condition and adequacy of my riding equipment. I will ride wearing a helmet which satisfies the requirements of the USCF 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 to my knowledge, would endanger myself or others if I participate in bicycle events, or would interfere with my ability to participate in bicycle events.

I agree, for myself and my successors, that the above representations and agreements are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other part or parties are finally adjudged liable on such a claim for willful wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any provision herein or as a consent to any subsequent waiver or modification.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT, AND THAT IT FORMS A CONTRACT BETWEEN MYSELF AND TOUCHSTONE BICYCLING CLUB, AND I SIGN OF MY OWN FREE WILL.

SIGNATURE _____ DATE _____ (ALL MEMBERS OF FAMILIES MUST SIGN)

PRINT NAME _____ PHONE NUMBER _____

ADDRESS(City, State, Zip) _____

PARENT or GUARDIAN of a minor: I as a parent or guardian of the above named minor, hereby give my permission for my child or ward to participate in Touchstone Bicycling Club activities, and further agree, individually and on behalf of my child or ward, to the terms of the above.

SIGNATURE _____ DATE _____