

National Bicycle Greenway / Mayors' Ride

WAIVER AND RELEASE FROM LIABILITY

(read carefully, fill out, sign, and return).

I ACKNOWLEDGE that the bike ride I am about to participate in involves a dangerous activity. I acknowledge that this ride carries with it the potential for death, serious injury, property damage, and property loss. I hereby assume all the risks of doing this ride, regardless of their cause. I promise to ride in a safe and prudent manner, so as not to endanger myself or others. I agree to wear a helmet at all times while riding. In consideration of my application to participate in this ride, I hereby execute this Waiver and Release from Liability on behalf of myself, my personal representatives, my administrators, my heirs, my next of kin, my survivors, my successors, and my assigns, as follows:

(A) **I WAIVE, RELEASE, DISCLAIM and FOREVER DISCHARGE** from any and all liability for hereafter accrued to me while riding in any rides sponsored by the National Bicycle Greenway, the following entities or persons: National Bicycle Greenway, Martin Kreig, and all other directors, officers, employees, volunteers, representatives, agents, assigns, and sponsors of National Bicycle Greenway. Together with vendors and manufacturers, and their respective directors, officers, employees, representatives, agents, and assigns.

(B) **I INDEMNIFY AND HOLD HARMLESS** the entities and persons specified in paragraph A above from any and all liability, loss, demand, claim or action at law or in equity that may hereafter be made or brought by those individuals or entities as a result of any of my actions during this ride. This indemnification and hold harmless agreement obligates me to defend any action brought against the entities and persons specified in paragraph A above as result of any of my actions during this ride. Should I refuse to undertake my responsibilities under this paragraph, I will be liable for attorneys' fees and costs incurred by the entities and persons specified in paragraph A above in defending any action brought against them as a result of any of my actions or those of my family members during this ride.

(C) **I CONSENT** to receive medical treatment that may be deemed advisable as a result of any injuries I receive during this ride and agree that I am solely responsible for all costs, including diagnosis, treatment, medical transportation, and evacuation, that may become necessary for me or another person as a result of any of my actions during this ride.

(D) **I AGREE** that any photographs and video footage taken of me during my ride may be printed, reproduced and published in any manner anywhere without any further consent by me or my family members and without any compensation to me.

(E) **I CERTIFY** that I have read this document, understand its contents in their entirety and have executed this document below without reservation or duress.

Signature _____
Printed Name _____ Date _____
Address _____
City _____ State _____
Zip _____

Medical conditions or allergies _____

Witness _____
Printed Name _____ Date _____
Witness _____
Printed Name _____ Date _____

Please print, fill out and send to:

Cycle America
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Santa Cruz, CA 95063
