

# **ACCIDENT WAIVER AND RELEASE OF LIABILITY**

## **READ BEFORE SIGNING**

In consideration of being allowed to participate in any way in any formal or informal training ride, activity or event starting from the premises of Inside Out Sports, including those which may be led by or include as participants any employee or agent of Inside Out Sports, I acknowledge, appreciate, understand and agree that:

1. The risk of injury from the activities involved in this event is significant, including the potential for serious injury, permanent paralysis and death; there are risks inherent with bike riding on public streets and highways where many hazards exist; there may be a large number of cyclists participating in this activity, some of whom are inexperienced, thereby creating further hazards; the risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. 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,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY WAIVE, RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS Inside Out Sports and their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("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. 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.
5. This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby certify that I have read this document and I fully understand its content.

Date Signed \_\_\_\_\_

x \_\_\_\_\_  
SIGNATURE

x \_\_\_\_\_  
PRINT NAME

PARTICIPANT'S SIGNATURE 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 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.

Date Signed \_\_\_\_\_

X \_\_\_\_\_  
NAME OF MINOR PARTICIPANT

x \_\_\_\_\_  
PARENT/LEGAL GUARDIAN SIGNATURE

x \_\_\_\_\_  
PRINT NAME