



## **Capital City Cycling Club Assumption of Risk, Release of Liability, Covenant Not to Sue and Indemnity Agreement**

In consideration of Capital City Cycling Club ("CCCC") allowing me to participate in a CCCC cycling activity, including but not limited to an organized group ride or race, I, for myself, my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree as follows:

**1. Assumption of Risk.** I am aware that cycling and/or participation in a cycling activity or organized group ride, involves inherent risks, including but not limited to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; those associated with man-made and natural jumps; sickness or disease (including communicable disease); and weather conditions. I fully understand that participating in a cycling activity or organized group ride is an extreme test of a person's physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my actions, inactions, or negligence, and also from the actions, inactions or **negligence of others**.

**2. Release of Liability.** I hereby forever **release, waive, and discharge** CCCC and each of its officers, directors, agents, employees, volunteers, independent contractors, officials, sponsors and affiliates from **any claims that may arise out of or are related to my participation in a CCCC cycling activity or organized group ride, including claims arising from the ordinary negligence of Releasees. I do not by the execution of this Agreement release from liability or agree to indemnify any party not named in this Agreement, including but not limited to drivers of motor vehicles, road commissions or agencies, any other government agency or employee, or other riders participating in the CCCC cycling activity or group ride.**

**3. Covenant Not to Sue and Indemnity Agreement.** I will not make any claim against Releasees for injury, damage, death, or any other loss arising from or related to my participation in the cycling activity or group ride. I understand that if I attempt to sue Releasees in violation of this agreement, **Releasees may seek to recover all of their costs, including legal fees.** I agree to **indemnify, hold harmless, and defend** Releasees from and against any actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness, and liabilities of every kind, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damage that may be sustained by me or any other person in any way connected to, related to, or arising out of my participation in the cycling activity or group ride.

**4. Health.** I represent that I am in good health and proper physical condition to participate in a CCCC cycling activity or group ride safely. I acknowledge that it is my sole responsibility to make such determination and that I am responsible for my well-being at all times while participating in a cycling activity or group ride. If I suffer any injury related to or arising from a cycling activity or group ride, I consent to the release of my name and medical information by any third party to Releasees and their insurance carriers.

**5. Rules; Regulations; Equipment.** I agree to be familiar with and abide by the rules and regulations established for a cycling activity or group ride. I also agree that I am subject to, and shall abide by, any rules, regulations, policies, or Code of Conduct adopted by CCCC. I agree to ride and participate to endanger neither myself nor others.

I accept responsibility for the condition and adequacy of my equipment and any equipment provided by others for my use. I will wear a helmet that complies with all applicable safety guidelines, rules, and regulations, and I assume all responsibility for the selection of such a helmet.

**6. Governing Law; Jurisdiction; Severability.** This agreement shall be governed by and construed under the laws of Michigan, without regard to its choice of law rules. Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in the state court of Michigan having jurisdiction over such suit, action, or proceeding. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. If any provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement or invalidate or render unenforceable any other provision in any other jurisdiction.

**I have carefully read the preceding and understand its terms. I attest that I am 18 years of age or older. I know that I am giving up substantial rights, including my right to sue Releasees for injuries resulting from the inherent risks of cycling and the ordinary negligence of Releasees. I acknowledge that I am signing this agreement freely and voluntarily. I intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.**

Participant Email Address

Participant Phone Number

Date of Birth

Printed Name of Participant

Signature of Participant

Date

Emergency Contact Name

Emergency Contact Number

### **PARENTAL / LEGAL GUARDIAN CONSENT**

I attest that I am the parent or legal guardian of the minor participant named above. I have carefully read the foregoing and agree to all of the terms.

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date