



## **BLUE HILLS CYCLING CLUB GENERAL RELEASE, WAIVER AND INDEMNITY AGREEMENT**

I, for myself and my representatives, assigns, executors, administrators, heirs and next of kin, in consideration of being permitted to participate in the Blue Hills Cycling Club (“BHCC”), and BHCC’s cycling and non-cycling activities (“Club Cycling”), agree as follows:

1. I understand the nature of Club Cycling and I represent that I am in appropriate mental and physical condition to participate. I acknowledge that Club Cycling will be conducted over public roads, where hazards are to be expected, and in a variety of weather conditions. I agree that if at any time I believe that road or weather conditions are unsafe, I will immediately discontinue participation in Club Cycling, without regard to the continued participation of others.

2. I agree that I will only participate in Club Cycling if I am healthy enough to do so, and if my bicycle, helmet and other equipment are in safe and well maintained condition. I acknowledge that I am solely responsible for the safety and condition of my equipment, without regard to whether I have requested or accepted assistance from other members of BHCC with roadside or non-roadside repairs, maintenance or assembly of my equipment.

3. I fully understand that (a) **CLUB CYCLING WILL INVOLVE NUMEROUS KNOWN AND UNKNOWN RISKS AND DANGERS OF SERIOUS BODILY INJURY INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH**; (b) there may be other risks and dangers, and other social and economic losses that are not known to me or readily foreseeable at this time; and (c) these risks and dangers may be caused by my own actions and inactions; the actions and inactions of others participating in Club Cycling; and the conditions in which Club Cycling takes place. I accept and assume all such risks and dangers, and all responsibilities for losses, costs, expenses, damages or injuries of any kind which I may in the future suffer from Club Cycling. I knowingly waive in advance any claim whatsoever I may in the future have arising from or related to these risks and dangers.

4. I hereby release and forever discharge BHCC, its officers, directors, members, riders, volunteers, other participants and sponsors, and owners and lessors of any premises on which Club Cycling takes place (the “Releasees”) and agree to hold the Releasees harmless from all liabilities, claims, or damages of any kind that I may suffer arising from or related to my participation in Club Cycling (“Released Claims”), including without limitation negligent rescue attempts or other attempts to assist or aid me. I will indemnify, save and hold harmless each Releasee from any loss, liability, claims or damages of any kind, and attorneys fees and costs, arising from or related to any Released Claim that I or anyone on my behalf may make against any Releasee, including without limitation BHCC sponsors. I understand that my release and waiver is given in advance of any injuries I may suffer in the future, and shall be effective without regard to whether any such Released Claims are foreseeable this time. I intend this to be a complete, unconditional, general release, and advance waiver of all future liabilities of the Releasees to the greatest extent allowed by law.

5. I understand that club sponsors are intended to be beneficiaries of this Agreement.

6. I hereby consent to treatment of myself or my child (if applicable) to any and all medical care deemed necessary by a qualified physician and to pay any and all medical costs incurred as a result of said treatment.

7. While I may be asked from time to time to renew my membership and/or execute further agreements with BHCC, this Agreement is effective in perpetuity for so long as I participate in BHCC and/or in Club Cycling, without regard to whether or not I have paid club dues or membership fees to BHCC.

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Participant's Signature

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Participant (Printed)

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Address

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City

State

Zip

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Phone

Date

### **CONSENT AND AGREEMENT OF PARENT OR GUARDIAN**

I am the parent or guardian of ..... In consideration of allowing my child to participate in BHCC and Club Cycling, I consent to the terms of this Agreement and agree that its terms shall bind and apply to me, my child, and our representatives, assigns, executors, administrators, heirs and next of kin, to the greatest extent allowed by law.

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Parent or Guardian's Signature

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Parent or Guardian (Printed)

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Address

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City

State

Zip

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Phone

Date