

Bike MS – 2018 – Release and Waiver of Liability

For consideration of participation in RawHinies Training Rides and Events, I, _____, waive and release the RawHinies Cycling Team, Team Captain, Co-Captains, Officers, Administrators, Training Ride Hosts, Trainers, Coaches, past and present cyclists, volunteers, All Sponsors, their representatives and successors and other persons (collectively, the “Releases”), from any and all claims, liabilities, or causes of action arising out of an injury to me (or my child) and from any and all claims, liabilities, or cause of actions arising from my (or my child’s) participation or attendance in this event.

Inherent and Potential Risks

I understand that RawHinies Training Rides involve strenuous physical activity associated with bicycling long distances potentially over the course of several days. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in RawHinies Training Rides and events relating to the risk of strenuous physical activity, collisions with other riders, or falling of my bicycle. I acknowledge that I (or my child) may incur minor injuries, major injuries, and catastrophic injuries, including paralysis and death. I assume all risks from contact with other participants and volunteers, any defects of conditions of road surfaces (including uneven or wet road surfaces or gravel on the road surface), failure of cyclists, vehicles, and non-participants to observe traffic signals or laws, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity.

I agree to dress myself (or my child) appropriately as to mitigate risk of physical injury to myself (or my child) including, but not limited to; wearing shoes appropriate for strenuous activity involved in cycling; and dressing in conjunction with the weather. I understand that wearing a helmet that satisfies Consumer Product Safety Commission (“CPSC”) standard is a requirement to participate in RawHinies Training Rides. I agree to wear a helmet that satisfies CPSC standards for the entirety of my participation in all RawHinies Training Rides.

I agree that the Releases are not responsible for any personal items or property lost or stolen before, during, or after RawHinies Training Rides or Events.

Medical Evaluation

I attest that I (or my child) am medically and physically able to participate in RawHinies Training Rides. If I experience any doubt as to my (or my child’s) ability to successfully and safely participate in and/or complete a RawHinies Training Ride, I take full responsibility for consulting a physician. I attest that, if I (or my child) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment; I (or my child) should have or did consult a physician prior to participating in RawHinies Training Rides.

I consent to emergency medical care and transportation in the event of injury to me (or my child) as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of any emergency, including, but not limited to, negligent emergency rescue operations.

Voluntary Participation

I am fully aware of the risks connected with participation in RawHinies Training Rides, whether specifically listed in this Release or not, and I voluntarily elect to participate in RawHinies Training Rides knowing that this participation involves these risks.

Assumption of Risk, Waiver of Liability, Release, and Covenant Not to Sue

In consideration for being permitted to participate in RawHinies Training Rides and Events, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrator to the following:

1. **TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by me (or my child), or any loss to property owned by me (or my child), as result of participating in RawHinies Training Rides or Events.
2. **TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE** the Releases from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my child), or to any property belonging to me (or my child), while participating in RawHinies Training Rides or Events including, but not limited to, any claim that the act or omission complained of **was in whole or in part by the negligence or carelessness of the Releases.**

Acknowledgement and Compliance with Rules

I agree to observe all rules and safety procedures that accompany RawHinies Training Rides and to abide by any decision of a training ride host, coach or trainer, relative to my (or my child's) ability to safely participate in the event. I agree to exhibit appropriate behavior at all times and to obey all laws, including all applicable state and local laws and regulations governing cyclists. RawHinies Officers, Training Ride Hosts, Trainers or Coaches may dismiss me (or my child), without refund, should my (or my child's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

Severability

I agree that if any portion of this Release is deemed invalid, the remainder of the Release will still be binding and enforceable.

I acknowledge and represent that I have carefully read and understand all terms of this Release and Waiver of Liability.

Full Name: _____

Signature: _____

Date: _____

PLEASE PRINT INFORMATION BELOW:

Emergency Contact Name: _____

Emergency Contact Relation: _____

Emergency Contact Phone (during the event): _____