

BIKE DEARBORN EVENTS

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL CONSENT

IN CONSIDERATION of being permitted to participate in any way in BIKE DEARBORN EVENTS ("Activity")

I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of bicycling activities and that I am qualified, in good health, and in proper physical condition to participate in this Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); b) these risks may be caused by my own actions or inactions, the actions or inactions of others, and/or the condition in which the Activity takes place; and c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the City of Dearborn, its employees, administrators, directors, elected officials, agents, officers, members, Bike Dearborn organizers and volunteers, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place ("Releasees") FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE RELEASEES OR OTHERWISE; AND I FURTHER AGREE that if despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. IF I AM SIGNING THIS AGREEMENT ON BEHALF OF A MINOR, I ATTEST THAT I AM THE MINOR'S PARENT OR GUARDIAN AND AGREE THAT THE TERMS OF THE AGREEMENT SHALL PERTAIN IN TOTAL TO THE MINOR.

ADULT PARTICIPANT (PRINT) _____ **SIGN** _____

MINOR PARTICIPANT NAME AND AGE (PRINT) _____

MINOR PARTICIPANT NAME AND AGE (PRINT) _____

ADDRESS _____ CITY/ZIP _____ STATE _____

EMAIL _____ DATE _____

EMERGENCY CONTACT NAME _____ PHONE _____

****HELMETS REQUIRED****