

Member Waiver and Release of Liability

San Luis Obispo Bicycle Club, Inc.

3/4/24

Member Name:

Birth Date:

Street Address:

Sex:

City, State, Zip:

Email:

Phone:

Assumption of Risk, Release of Liability, Covenant Not to Sue and Indemnity Agreement

In consideration of allowing me to participate in San Luis Obispo Bicycle Club, Inc. ("SLOBBC") Weekly, Monthly and Annual Rides ("SLOBBC Rides") and meetings and social activities ("Activity"), 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 involves inherent risks, including but not limited to collision with pedestrians, vehicles, other participants, animals, and fixed or moving objects; imperfect road conditions; surface hazards, including potholes; equipment failure; inadequate safety equipment; use of equipment or materials provided to me by others; sickness or disease (including communicable disease); and weather conditions. I fully understand that participating in an Event 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 from the actions, inactions, or **negligence of others**.

2. Release of Liability. I hereby forever **release, waive, and discharge** the "SLOBBC" and each of their respective officers, directors, volunteers, independent contractors, members, local associations, sponsors, property owners, law enforcement agencies, local governments, and other public entities, connected with an SLOBBC Ride or activity, and each of their respective officers, agents, employees, and volunteers (collectively, "Releasees") from **any claims that may arise out of or are related to my participation in an SLOBBC Ride or Activity, including claims arising from the ordinary negligence of Releasees**.

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 SLOBBC Ride or Activity. I understand that if I attempt to sue Releasees in violation of this agreement **Releasees may seek to recover all 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 SLOBBC Ride or Activity.

4. Health. I represent that I am in good health and proper physical condition to participate in an SLOBBC Ride or Activity 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 an SLOBBC Ride or Activity. If I suffer any injury related to or arising from an SLOBBC Ride or Activity, I consent to the release of my name and medical information by any third party to Releasees and their insurance carriers.

5. Medical Treatment. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during an SLOBBC Ride or Activity.

6. Rules; Safety; Equipment. I agree to follow the rules of the road as defined by the California DMV, Section 7 "Rules of the Road" and SLOBBC "Cycling Best Practices" as published under Safety on the slobc.org website while participating in SLOBBC Rides. I agree to ride and participate to neither endanger 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 securely fastened helmet, and I assume all responsibility for the selection of the helmet.

7. Code of Conduct. I agree to abide by the SLOBBC Code of Conduct published under Membership on the slobc.org website.

8. Use of Information. I understand that the SLOBBC will receive my contact information in connection with this agreement and use it to administer this agreement. I further acknowledge, agree, and consent that the SLOBBC and its designees may share this information with third parties who need access to this information to administer this agreement on SLOBBC's behalf.

9. Use of Likeness. I hereby grant SLOBBC permission to use my likeness in a photograph, video, or other digital media ("photo") in any of its publications, including web-based publications, without payment or other consideration. I

understand and agree that all photos will become the property of SLOBC and will not be returned. I hereby irrevocably authorize SLOBC to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful SLOBC related purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photos.

10. Governing Law; Jurisdiction; Severability. This agreement shall be governed by and construed under the laws of California, 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 federal court located in California, or state courts located in San Luis Obispo and San Luis Obispo County. 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.

Signature of Participant:

Date:

IF PARTICIPANT IS UNDER AGE 18, HIS/HER PARENT OR GUARDIAN MUST SIGN THIS RELEASE AND WAIVER AGREEMENT. Participant 's Parent/Guardian signature below certifies that my son/daughter/ward has my permission to participate in the Event or Activity. Participant 's Parent/Guardian has read and understands the foregoing RELEASE AND WAIVER OF ALL CLAIMS (above) and by Signing intentionally and voluntarily agrees to its terms and conditions. Participant 's Parent/Guardian further certifies that his/her son/daughter/ward is in good physical condition and can safely participate in the SLOBC Ride or Activity. I hereby authorize medical treatment for him/her and grant access to my son/daughter/ward 's medical records as necessary and as stated above.

Signature of Parent/Guardian:

Date:
