

BICYCLE ADVENTURE CLUB

RIDE APPLICATION WAIVER OF LIABILITY, ASSUMPTION OF RISK and INDEMNITY AGREEMENT

In consideration of being permitted to participate in any related BICYCLE ADVENTURE CLUB Tour, Program, Related Events and Activities (collectively the "Event"), the undersigned, for myself, my personal representatives, heirs, spouse, parents, siblings, and children hereby acknowledges, understands and agrees to the following:

1. I acknowledge and agree that riding bicycles on roads and highways and my participation in this Event bears certain inherent known and unknown risks which could result in injury, death, illness, disease, or damage to me, to my property, or to other parties. Inherent Risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, my physical condition, equipment, vehicular traffic, lack of hydration, and actions of other people including participants, volunteers, spectators, and/or the Released Parties (as defined below). I acknowledge that the Released Parties have made no representations or guarantees as to the safety of the Event to me, and that **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, whether known or unknown.

2. **I**, for myself and on behalf of my heirs, next of kin, successors, executors, administrators, assigns, and legal representatives **VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS AND INDEMNIFY** THE BICYCLE ADVENTURE CLUB, INC. (a California Corporation- also known as the BAC), its Board of Directors, Board Members, Ride Leaders, other participants or volunteers in the Event, sponsors or advertisers of the Event, and all officers, agents, volunteers, contractors, and employees of each of the foregoing persons or entities, all of whom shall collectively be referred to as the "Released Parties," or individually as a "Released Party," from any and all liability, claims, demands, or actions for any injury or death to me, for injury to my property, or for which I may be liable to others, which are in any way connected with my participation in the Event. **I AGREE AND UNDERSTAND THAT THIS RIDE APPLICATION, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT SHALL BE CONSTRUED BROADLY TO EXTEND TO ALL CLAIMED WRONGFUL ACTS AND/OR OMISSIONS OF THE RELEASED PARTIES TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES. IN ADDITION TO THE FOREGOING, AND IN CONSIDERATION OF ACCEPTANCE OF MY APPLICATION FOR PARTICIPATION IN THE EVENT NAMED BELOW, I FURTHER ACKNOWLEDGE AND AGREE AS FOLLOWS:**

3. I am an experienced touring cyclist over 18 years of age and a BAC member. I have reviewed the description of the Tour and BAC tour policies and I am familiar with the risks of bicycling. I hereby represent that I am physically capable of participating in this Event, that my bicycle and any other equipment I may use to participate in the Event is in good working condition, that I will observe all applicable traffic laws and Event rules, that I shall wear a helmet that meets or exceeds US ANSI or SNELL bicycle helmet safety standards, obey all pertinent traffic laws and the directions of all traffic control personnel, carry adequate drinking water, use appropriate hand signals when turning, be equipped with proper lighting if riding between sunset and sunrise, and generally conduct myself in a safe and prudent manner while participating in the Event.

4. The Ride Leader has complete authority for the ride including the right to refuse any application. The Ride Leader has discretion to select a recommended route. Road conditions and signage may have changed since the ride was planned and adherence to the recommended route does not guarantee safe riding or security from theft or assault. I am free to choose another route if I wish. I will be riding independently, without supervision or observation and no one is responsible for warning me of common or special hazards. I am responsible for observing and adapting to all traffic conditions, signage and surface conditions.

5. The BAC, Ride Leader, and other Released Parties are not responsible for rendering or summoning first aid or medical assistance if I should be injured or become ill. However, if I am injured or if I become ill and need assistance I agree that any assistance that such person(s) may provide is as a volunteer with no first aid or medical training. If I am injured or become ill, I agree to rely upon local emergency resources, in the same manner as if I were traveling independently. I understand that I am responsible for all medical expenses and that I should have my own medical insurance, including coverage for medical evacuation. I hereby consent to receive emergency medical treatment that may be deemed advisable in the event of injury, accident and/or illness while participating in the Event.

6. I will bring my bicycle or rent one for the tour and will be responsible for maintaining it and repairing it as necessary. If the Ride Leader or any other club member assists me with inspecting or repairing my bicycle, they do so as volunteers with no special expertise at inspecting or repairing bicycles. If I borrow tools or am provided with bicycle tubes, tires or parts, I am solely responsible for their use and neither BAC nor the Ride Leader are responsible for the condition of, or for inspecting or warning of defects in tubes, tires or parts.

7. Cooperation is the basis of successful rides, and I will do everything within reason that the Ride Leader requests. If my conduct during the ride is unacceptable to the Ride Leader, the Ride Leader has the right to require me to leave the group with no refund of any monies paid.

8. I acknowledge that, for rides posted on the BAC website on or after December 1, 2016, BAC is acting as the Agent of the Ride Leader in collecting Ride Funds and that BAC will forward all Ride Funds (less a 3.09% processing fee) to the Ride Leader who will be solely responsible for the payment of all costs of the ride, any refunds to participants and preparing a final accounting for the funds.

9. APPLICABLE LAW and SEVERABILITY: ALL DISPUTES BETWEEN MYSELF AND RELEASED PARTIES, ARISING FROM MY PARTICIPATION IN THE EVENT AS WELL AS ANY DISPUTE CONCERNING THE VALIDITY OR INTERPRETATION OF THIS DOCUMENT, SHALL BE GOVERNED BY THE PROCEDURAL AND SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA AND THE EXCLUSIVE JURISDICTION SHALL RESIDE IN COURTS OF THE STATE OF CALIFORNIA. IT IS FURTHER AGREED THAT IF ANY PART OF THIS AGREEMENT IS DETERMINED TO BE VOID OR FOR ANY REASON UNENFORCEABLE THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

To submit your Ride Application, Waiver of Liability, Assumption of Risk and Indemnity Agreement you must check the boxes below.

I HAVE READ THIS AGREEMENT, AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, AND I INTEND MY SIGNATURE TO CONSTITUTE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I HAVE NOT RELIED UPON ANY ADVICE OR INPUT OF ANY RELEASED PARTY CONCERNING THE INTERPRETATION OR EFFECT OF THIS AGREEMENT. I FURTHER ACKNOWLEDGE THAT NO RELEASED PARTY HAS THE AUTHORITY TO MAKE ANY REPRESENTATIONS CONCERNING THE INTERPRETATION OR EFFECT OF THIS AGREEMENT, OR TO VERBALLY LIMIT OR MODIFY ANY OF ITS TERMS.

Tour Name _____ Start Date _____

Member Name _____

Member Signature _____ Date Signed _____

Co-member Name (please print)

Co-member Signature

EXAMPLE ONLY
ROL MUST BE SIGNED ONLINE