



Andiamo Cycling Club

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

In consideration of Andiamo Cycling Club, a New Jersey Non-Profit Corporation ("the Club") allowing me to participate in any Club sanctioned event or series and all activities related to or connected with any event or series, including travel to and from (collectively "Events"), as a rider or otherwise, 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 those associated with man-made and natural obstacles; collision with pedestrians, vehicles, other riders, animals, and fixed or moving objects; imperfect course conditions; surface hazards, including pot holes; equipment failure; inadequate safety equipment; use of equipment or materials provided by the Club and others; and weather conditions. I fully understand that participating in the Event is a test of a person's physical and mental limits and may involve the risk of serious injury or death, economic loss, property damage or loss that may result from my own actions, inactions or negligence, and also from the actions, inactions or negligence of others. I understand and voluntarily assume these risks.

2. Release of Liability. I hereby forever release, waive, and discharge the Club and each of its respective officers, directors, agents, employees, volunteers, independent contractors, members, event directors, representatives, affiliates sponsors, and organizers, each of their respective officers, agents, employees, and volunteers and all of the foregoing's affiliates, successors and assignees (collectively, "Releasees") from any and all claims that may arise out of or are related to my participation in an Event, 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 an Event. I understand that if I attempt to sue Releasees in violation of this agreement, Releasees may seek to recover from me all of their costs, including legal fees. I agree to indemnify, hold harmless, and defend Releasees from and against any and all actions, causes of action, claims, charges, demands, losses, damages, costs, attorney's fees, judgments, liens, indebtedness and liabilities of every kind and character, 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 an Event.

4. Health. I represent that I am in good health and proper physical condition to safely participate in an Event. I have no physical or medical condition which would endanger myself or others if I participate in an Event, or would interfere with my ability to safely participate in an Event. I acknowledge that it is my sole responsibility to make such determinations and that I am responsible for my own well-being at all times while participating in an Event. If I suffer any injury arising from an Event, I consent to the release of my name and medical information by any third party to Releasees and their insurance carriers.

5. Rules; Regulations; Equipment. I agree to be familiar with and abide by the rules and regulations established for an Event. I also agree that I am subject to, and shall abide by, the competitive rules, regulations and policies of the Club as amended from time to time and published by them on the Club's website and/or Facebook page, or otherwise distributed to Club members. I agree to be familiar with an Event course. I agree to ride and participate so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided for my use. During all Events (including preparation, warm up, cool down) I will wear a properly fastened helmet that complies with the U.S. Consumer Product Safety

Commission (CPSC) standard for bicycle helmets and I assume all responsibility for the selection of such a helmet.

6. Media Grant. I grant to the Club and its designees the right and license to use, copy, modify, broadcast, distribute, transmit, display, perform, present, create works and derivative works, and otherwise utilize my image, likeness, name, voice, comments or other personal information, in any manner or medium (whether now or hereafter existing), filmed, photographed or otherwise recorded or memorialized in any manner in connection with an Event, for any purpose whatsoever, without compensation or notice to or consent by me or any third party.

7. Governing Law; Jurisdiction; Severability. This agreement shall be governed by the laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the state of New Jersey or any other jurisdiction). Any legal suit, action, or proceeding arising out of or relating to this agreement shall be instituted in courts of the State of New Jersey located in Somerset County. 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. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification.

I have carefully read the foregoing and fully understand its terms. I attest that I am 18 years of age or older or if I am under 18 years of age, that this Release has been executed by a parent or legal guardian of mine.

I understand 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, and intend my signature to be a complete and unconditional release of all liability to the greatest extent permitted by law.

Printed Name of Participant: _____

Signature of Participant: _____ Date _____

Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____ Date of Birth _____

Email: _____

Emergency Contact Name _____

Emergency Contact No: _____

FOR MINOR PARTICIPANTS:

PARENTAL / LEGAL GUARDIAN CONSENT I attest that I am the parent or legal guardian of the minor participant named above. I have carefully read the foregoing and agree to all of the terms. I understand the nature of bicycling activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. The terms of the foregoing are binding upon me to the same extent as if I were the person named in the Release as the participant. For the avoidance of doubt and without limiting anything in the foregoing, I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees named above, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

Printed Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____