

LITTLE RIVER CYCLING CLUB ("CLUB") MEMBERSHIP APPLICATION,

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK & INDEMNITY AGREEMENT ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way in a "club" sponsored or endorsed bicycle activity (activity), 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 such 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 conditions to be unsafe, I will immediately discontinue further participation in the Activity and that I will wear an ANSI- or SNELL-approved helmet while riding my bicycle 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 and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the club, their respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lesser of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY 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 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, AND 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.

AS A MEMBER IN GOOD STANDING OF THE LITTLE RIVER CYCLING CLUB, I CONSIDER THIS RELEASE OF LIABILITY BINDING AND ENFORCEABLE FOR ANY CLUB RELATED ACTIVITY IN WHICH I PARTICIPATE UNLESS AND UNTIL I WITHDRAW OR RESCIND MY RELEASE.

SIGNATURE _____ DATE _____

NAME (printed) _____ PHONE _____

STREET _____ CITY _____ STATE _____

E-MAIL _____

MAY WE PUBLISH YOUR CONTACT INFORMATION IN A CLUB DIRECTORY FOR DISTRIBUTION ONLY TO OTHER CLUB MEMBERS? YES _____ NO _____

DUES ARE DUE IN JANUARY OF EACH YEAR AND MEMBERSHIP EXPIRES DECEMBER 31. DUES ARE \$5.00 PER ADULT MEMBER. MINOR CHILDREN OF ADULT MEMBERS ARE CONSIDERED MEMBERS AT NO ADDITIONAL FEE.

PLEASE MAIL APPLICATION WITH CHECK PAYABLE TO: **LITTLE RIVER CYCLING CLUB**
308 Crestview Drive
Hopkinsville, KY 42240