## Release and Waiver of Liability, Assumption of Risk, Indemnity, and Parental Consent Agreement

("Agreement") for Cleveland Touring Club LLC ("CTC LLC") Fully Paid Member of League of American Bicyclists ("LAB")

(This information is used for Individual Adults or for Adults on behalf of Minors)

IN CONSIDERATION of being permitted to participate in any way in CTC LLC sponsored Bicycling Activities ("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 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.
- 2. "FULLY UNDERSTAND that: (a) THIS ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING VIRAL INFECTIONS, BACTERIAL INFECTIONS AND OTHER COMMUNICABLE DISEASES AND ILLNESSES, PERMANENT DISABILITY, PARALYSIS, AND DEATH, ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;
- (c) there may be OTHER RISKS or SOCIAL AND ECONOMIC LOSSES either not known to me or not 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 Cleveland Touring Club, the LAB, its respective administrators, directors, agents, officers, members, volunteers and employees, other participants, any sponsors, advertisers, and, if applicable, owners, and lessors 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 is, 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.
- 4. E-Bike Policy: We welcome riders with Class 1 and Class 3 (pedal assist) e-bikes. We will not be able to allow riders with Class 2 (throttle) e-bikes to participate per our insurance coverage. Also, ensure you observe all posted speed limits on trails and roads.
- 5. Photo Release: I grant CTC and its members the right to take photographs of me and my property in connection with CTC activities. I authorize CTC and its representatives to copyright, use and publish the same in print and/or electronic format. I agree such photographs, with or without identifying information such as my name, may be used for any lawful purposes such as publicity, illustration, advertising, and Web content. I waive any claim for damages or loss of privacy and consent to lawful use of any photographs. If you prefer that your photo not be used, please make a request to the event organizer or trip leader and an effort will be made to accommodate your request clevelandtouringclub.org.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT 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. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING SHALL CONTINUE IN FULL FORCE AND EFFECT.

RIDE LEADER	
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Date:	Signature	Your Phone Number
Printed Name		<b>Emergency Contact Phone</b>