

2019 ADULT Marin Century Rider & Mt Tam Double Century Rider Waiver and Release

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL CONSENT AGREEMENT ("Agreement") for LEAGUE OF AMERICAN WHEELMAN D/B/A LEAGUE OF AMERICAN BICYCLISTS ("LAB")

IN CONSIDERATION of being permitted to participate in any way in Marin Cyclists ("Club") 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) 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 conditions 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 not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, the LAB, the jurisdictional agencies where the event occurs, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, California Triple Crown, County of Marin 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 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 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 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. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

* Required

1. **Email address ***

Untitled Section

2. I, the undersigned, am 18 years of age or older. I have read and understand the above Rider Waiver. *

Check all that apply.

Yes

3. Participant Name *

(Participant) Electronic Signature Verification

4. I have read and understand the Other Terms below. *

Check all that apply.

Yes

Other Terms

+Photography Release - Riders knowingly and voluntarily grant Marin Cyclists permission to use Rider's likeness in a photograph or film in any and all of its publications, including website entries, without payment or any other consideration. Riders understand and agree that these materials will become the property of Marin Cyclists and will not be returned. Riders hereby irrevocably authorize Marin Cyclists to edit, alter, copy, exhibit, publish or distribute this photo or film for purposes of publicizing Marin Cyclist's programs or for any other lawful purpose. In addition, Riders waive the right to inspect or approve the finished product, including written or electronic copy, wherein Rider's likeness appears. Additionally, Riders waive any right to royalties or other compensation arising or related to the use of the photograph or film. Riders hereby hold harmless and release and forever discharge Marin Cyclists from all claims, demands, and causes of action which Rider, Rider's heirs, Rider's representatives, Rider's executors, Rider's administrators, or any other persons acting on Rider's behalf or on behalf of Rider's estate have or may have by reason of this authorization.

+All riders are required to have front and rear lights while riding in the dark. No exceptions.

+DC riders have a mass start at 5AM. No riders allowed on course before the official start.

+DC riders have a strict cut-off time of 10:00 PM. No Triple Crown credit will be awarded after 10:00

+All riders on the course after 10:00 PM agree to be SAGED to the finish.

5. Participant Name *

(Participant) Electronic Signature Verification

6. Date *

Example: December 15, 2012

7. Rider number

This number can be found on your registration confirmation email and is helpful but NOT REQUIRED

Send me a copy of my responses.