

**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")**  
***(this form is to only be used for Individual Adults or for Adults on behalf of Minors)***

IN CONSIDERATION of being permitted to participate in any way in the **SANTA CRUZ COUNTY CYCLING CLUB** ("SCCCC" or "the Club") club-sponsored bicycling activity ("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 in the Activity.

3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** the 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 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.

4. **PHOTO WAIVER**. I hereby grant permission to the Club, its officers, trustees, employees, agents, representatives, successors, licensees and assigns to photograph my image, likeness, or depiction and/or that of my minor children (if applicable). I hereby grant permission to the Club to edit, crop, or retouch such photographs, and waive any right to inspect the final photographs. I hereby consent to and permit photographs of me and/or those of my minor children to be used by the Club worldwide, for any purpose, including educational and advertisement purposes, and in any medium, including print and electronic. I understand that the Club may use such photographs with or without associating names thereto. I further waive any claim for compensation of any kind for the Club's use or publication of photographs of me and/or those of my minor children (if applicable). I hereby fully and forever discharge and release the Club from any claim for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use or publication of photographs of me and/or those of my minor children (if applicable) by the Club, and covenant and agree not to sue or otherwise initiate legal proceedings against the Club for such use or publication on my own behalf or on behalf of my minor children. All grants of permission and consent, and all covenants, agreements and understandings contained herein are irrevocable.

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.

PARTICIPANT'S NAME (PRINTED): \_\_\_\_\_

PARTICIPANT'S SIGNATURE (*only if age 18 or over*): \_\_\_\_\_ (Date)

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: \_\_\_\_\_

**LEAGUE OF AMERICAN WHEELMAN D/B/A LEAGUE OF AMERICAN BICYCLISTS ("LAB")  
MINOR RELEASE  
(Complete for Participants Under the Age of 18)**

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, 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. 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.

MINOR'S NAME (PRINTED): \_\_\_\_\_ BIRTH DATE OF MINOR: \_\_\_\_\_

**SIGNATURE OF MINOR PARTICIPANT:** \_\_\_\_\_  
(Date)

PARENT/GUARDIAN NAME (PRINTED): \_\_\_\_\_

**PARENT/GUARDIAN SIGNATURE** (only if participant is under the age of 18): \_\_\_\_\_  
(Date)

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

PHONE: \_\_\_\_\_