

# **Central Indiana Bicycling Association CONSENT AND LIABILITY RELEASE**

## **— READ CAREFULLY!! WAIVER MUST BE SIGNED BY ALL RIDERS!!!**

In consideration of Central Indiana Bicycling Association, Inc. ("CIBA") permitting me or my minor child to participate in CIBA events or activities, I, the undersigned, for myself and my heirs, next of kin, assigns, and personal representatives, do hereby agree to the following:

1. I understand that bicycling requires physical conditioning, and I represent that I am in sound medical condition, capable of participating in CIBA events, rides, and activities without risk to myself or others. I have no known medical impediment which would endanger myself or others. I agree that I will be solely responsible for the condition and adequacy of my bicycle, safety gear, and riding equipment. I will ride safely within the limits of my own abilities, my equipment, and the riding conditions, and in a manner so as not to endanger either myself or others.
2. I understand that my name, address, phone number, e-mail address, photograph, voice, and/or likeness may be used in promotional or advertising materials. I consent to such uses and waive any rights of privacy or publicity I may have in connection with those uses.
3. I understand that bicycle riding is a potentially hazardous activity which involves risks, inherent and otherwise, known or unknown, that cannot be eliminated which may cause injury, illness, paralysis, or death to myself, other persons, and/or damage to property. I further understand that negligence of CIBA, including its officers, members, volunteers, and sponsors, or other risks associated with CIBA events or activities may cause injury, illness, paralysis, or death to myself, other persons, and/or damage to property. Some of the risks associated with CIBA events, rides, and activities include, but are not limited to, equipment failure, collisions with other riders, terrain, objects, or vehicles, and known or unknown medical conditions. I assume full and sole responsibility for all risks, both known and unknown, inherent or otherwise, related to the CIBA events, rides, and activities. Further, I am voluntarily participating in this activity with knowledge of the risks and fully accept and assume all risks related to or arising from CIBA events, rides, and activities.
4. Acknowledging that such risk exists, I PERSONALLY AND ON BEHALF OF MY MINOR CHILD, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE CIBA, ITS OFFICERS, OFFICIALS, MEMBERS, VOLUNTEERS, AND SPONSORS, and the officers, directors, employees, representatives, agents, insurers, and successors of all the above (hereinafter individually and collectively referred to as the "Releasees") from any and all claims, damages, losses, actions, suits, proceedings, breach of contract actions, wrongful death actions, expenses, attorney fees, and liability that I, anyone on my behalf, my heirs, next of kin, or minor child might have for, or relating to, any injury, including death, to my person or that of my minor child or property suffered or claimed to have been suffered by me which arises out of or is related in any manner, either directly or indirectly, to my or my minor child's participation in any CIBA event, ride, or activity or my assistance at any CIBA event, ride, or activity, including but not limited to, any claim that the act or omission complained of was caused in whole or in part by the negligence in any form of the Releasees.
5. I further agree to INDEMNIFY, HOLD HARMLESS, AND DEFEND in any action or proceeding Releasees against all lawsuits, losses, damages, actions, suits, proceedings, and expenses, including attorney's fees and costs arising from or relating in any respect to my or my minor child's participation in any CIBA event, ride, or activity, or my breach of this agreement, regardless of whether the act or omission complained of was caused in whole or in part by the negligence in any form of the Releasees. CIBA Volunteers have no duty to indemnify, defend, or hold harmless the Releasees.
6. This document is governed by the laws of the State of Indiana. If one or more portions of this document are found unenforceable, the remainder of the document will remain enforceable. If I

am a minor, my parent or guardian is also signing individually and on my behalf and we both agree to be bound by the terms of this agreement. I have read and fully understand this Waiver and Release of Liability and Indemnity Agreement and agree to be bound by its terms. I understand that by selecting this check box I may be waiving certain legal rights, including the right to sue CIBA or any of the Releasees. I have read this document and checked the check box freely and willingly.