

SOUTHERN CRESCENT CYCLING CLUB Release & Waiver 120 Westridge Pkwy, McDonough, GA 30253 (to join the club, visit <u>www.southerncrescentcycling.com/index.html</u>)

NON-MEMBER RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT ("RELEASE")

In consideration of being permitted to participate in any way in a bicycle ride or other activity or event sponsored by The Southern Crescent Cycling Club ("Bicycling " or "Activity"), I, for myself, my heirs, personal representatives, successors, and assigns, intending to be legally bound, agree as set forth below.

- 1. I acknowledge, agree, and represent that I understand the risks involved in participating in Bicycling 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 bicycling are expected.
- 2. I fully understand that: (a) the act of participating in Bicycling or an Activity, involves risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks"); (b) these Risks may be caused by my own actions, or inactions, or by the actions or inactions of others participating in the Activity, the conditions under 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 personal injuries, losses, damages, costs and expenses I may suffer or incur as a result of my participation in the Activity.
- **3.** I hereby release, discharge, and agree not to sue The Southern Crescent Cycling Club ("SCC"), the directors and officers of the SCC (including, but not limited to any persons involved in organizing and promoting any Activity), SCC's agents, volunteers, club members, other participants, any other sponsors, advertisers, promoters, and, if applicable, owners and lessors of any premises on which the Activity takes place, (each considered one of the "Releasees" herein) from all liability, claims, demands, losses or damages incurred as the result of my participation in the Bicycling Activity (including, but not limited to claims, losses, or damage caused or alleged to be caused, in whole or in part, by the negligence of a Releasee or otherwise); and I further agree that if, despite this Release, 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 of the Releasees may incur as the result of such claim.
- **4.** I hereby agree to wear a helmet and to refrain from wearing headphones or earphones when participating in any SCC ride.
- 5. I hereby agree that I am responsible for following all traffic laws.

I have read this Release, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and without any inducements or assurance of any nature and intend it to be a complete and unconditional release of all liability relating to Bicycling or other Activity to the greatest extent allowed by law, and agree that if any portion of this Release is held to be invalid, the balance of it, notwithstanding, shall continue in full force and effect.



*First Name:

*Last Name:

*Email:

*I have read and Accept the Waiver- Signature:

*Date (MM/DD/YYYY):