

TREASURE COAST CYCLING ASSOCIATION MEMBERSHIP APPLICATION RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)

IN CONSIDERATION of being permitted to participate in any way in TREASURE COAST CYCLING ASSOCIATION, INC.’s 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 condition 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 incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE OR DEFAME TCCA as defined above, their respective administrators, directors, agents, officers, volunteers, members, coaches, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and leasers 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 Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability damage, or cost, any of which may incur as the result of any such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY 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 AND 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(PleasePrintClearly): _____
PARTICIPANT’S SIGNATURE 18YEARS + _____ DATE: _____
BIRTHDATE: _____ PHONE: _____ EMAIL: _____

PRINTED NAME OF SPOUSE _____
SPOUSE’S SIGNATURE _____
BIRTHDATE: _____ PHONE: _____ EMAIL: _____

ADDRESS
(Street/City/State/Zip): _____

EMERGENCY CONTACT NAME(Printclearly): _____
CONTACT PHONE NO: _____ RELATIONSHIP: _____

PREFERRED RIDE LEVEL (Check One): ___ A (24+ mph) ___ B (18-23 mph) ___ C (13-17 mph) ___ D (10-13 mph) MEMBERSHIP: NEW: ___ RENEW: ___
DUES: check one INDIVIDUAL: \$25/YEAR ___ FAMILY : \$40/YEAR ___ CORPORATE: \$75/YEAR
CHECK PAYABLE TO: Treasure Coast Cycling Association (TCCA) Mail to: P.O. BOX 1643, Palm City, FL 34991

TREASURE COAST CYCLING ASSOCIATION MEMBERSHIP APPLICATION RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”) PLEASE PROVIDE ONE FOR EACH MINOR

*FOR PARTICIPANTS UNDER 18 YEARS OF AGE, PLEASE READ THE FOLLOWING AGREEMENT AND SIGN BELOW: 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 HOLE HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION, EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST, ANY OF WHICH MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

MINOR 1 NAME PrintClearly: _____ BIRTHDATE: _____

MINOR SIGNATURE _____

PARENT OR GUARDIAN PrintClearly: _____

PARENT OR GUARDIAN SIGNATURE _____

WITNESS PrintClearly: _____

WITNESS SIGNATURE _____