



SmartCycling

TRAFFIC SKILLS 101

course
registration

LOUISVILLE BICYCLE CLUB ("CLUB")

Sign-up Sheet, Release and Waiver of Liability

Assumption of Risk and Indemnity Agreement ("Agreement")

IN CONSIDERATION of being permitted to participate in any way in Louisville Bicycle Club ("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: a) if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity; and b) I will wear an ANSI- or SNELL-approved helmet while riding my bicycle 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 incur as a result of my participation in the Activity.

3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** the Club, the League of American Bicyclists, their 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.

League of American Bicyclists

* **RELEASE** (signature required)

Helmets are required of all participants.

I am aware of the risk of bicycling and otherwise participating in this event and voluntarily assume such risk. In consideration of being permitted to participate in this event: (1) I release for myself, my heirs, and personal representatives, the League of American Bicyclists, Inc., and the respective directors, officers, volunteers, and staff (releasees) from any claim liability, demand, action, and cause of action whatsoever (collectively, "Claim") arising out of or related to any loss, damage or injury (collectively, "Loss"), to myself or my property, that I may sustain in connection with, or arising out of, this event, whether caused by the negligence of the releasees or otherwise; (2) If registrant is a minor, I (as parent or guardian) agree to indemnify and hold harmless each releasee against any claim for any Loss said minor may sustain in connection with or arising out of, this event, and against legal or other expenses incurred by any releasee in connection with defending any Claim by or on behalf of said minor for any such loss, whether caused by the negligence of the releasees or otherwise; (3) I shall obey traffic laws and practice safety in bicycling; and (4) I agree to wear a CPSC-approved helmet on all bicycle-riding activities at this event.

Course Location: _____

Course Date: _____

Name: _____

Signature: _____

Date: _____

League Cycling Instructor: _____

Instructor #: _____

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING 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. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.