

ROANOKE CYCLING ORGANIZATION RELEASE OF LIABILITY WAIVER and MEMBERSHIP APPLICATION



(rev. 03/2006)

please print

name _____

street address _____

city _____

state _____ zip _____

email: primary _____

email: secondary _____

phone: primary () - ext _____

phone: secondary () - ext _____

emergency contact _____

phone: primary () - ext _____

phone: secondary () - ext _____

male female age _____

referred by _____

CAUTION: READ RELEASE OF LIABILITY BEFORE SIGNING. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

Printed Name _____

Signature _____

Date signed / / (mm/dd/yyyy) _____

Assuming risks, and agreeing to indemnify, TO FOREVER RELEASE AND DISCHARGE ALL LIABILITY from Roanoke Cycling Organization (RCO) and their respective agents, employees, volunteers, members, sponsors, executive board, promoters, participants, spectators, coaches, event officials, law enforcement agencies, emergency service providers, government officials and affiliates (collectively "Releasees"), and that I am giving up substantial legal rights. THIS RELEASE OF LIABILITY IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES.

In consideration of my membership and permitting me to be a member in Roanoke Cycling Organization (RCO); I hereby release RCO from any and all present and future claims resulting from ordinary negligence, for injuries now or in the future, on the part of RCO.

I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN ANY SANCTIONED RCO BICYCLE EVENT, whether as a rider, coach, mechanic, volunteer, spectator or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, temperature, weather, THE RELEASEES' OWN NEGLIGENCE, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with cycling.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this organization, and their respective agents, officials, and employees through or by which any RCO events may be held, (the foregoing are also collectively deemed to be Releasees), FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with RCO, or travel to or return from any RCO event.

I agree to comply with all such rules, laws and regulations in regard to the Releasees' organization rules and bylaws, all traffic laws both state and federal, and any special regulations for any RCO event.

I understand and agree that situations may arise during any RCO event that may be beyond the control of the Releasees, and I must continually ride and otherwise participate so as to neither endanger others nor myself.

I accept responsibility for the condition and adequacy of my bicycle equipment and my conduct in connection with riding a bicycle and/or in conjunction with any RCO event. I will ride wearing a helmet that satisfies the requirements of the Releasees' Riding Rules or Regulations and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition that would endanger others or myself if I participate in a RCO event, or would interfere with my ability to safely participate in a RCO event. I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from a RCO event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.