

Stoker

Captain

2019

COLORADO EYECYCLE

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of Eyecycle allowing me _____ to participate in any Eyecycle bicycle rides and activities, I understand and agree as follows:

1. I understand that there are risks associated with bicycling and that participation in Eyecycle rides and events includes but is not limited to physical exertion for which I am not prepared; vehicular traffic; road or trail hazards; weather conditions; accident or illness caused by stress fatigue, high altitude or consumption of food and beverage; accident or illness without access to means of rapid evacuation or availability of medical supplies; equipment failure; falling from bicycles; inadequacy of captains; being struck by motor vehicles or other objects any or all of which can lead to serious bodily injury, permanent disability, paralysis, death, property loss or damage. I nevertheless elect voluntarily to participate in Eyecycle rides and events and to accept and assume all such risks, hazards and dangers including death, injury or loss that is or may be caused in whole or in part by the negligence of any Eyecycle party. (Eyecycle parties are defined in Paragraph 7)

2. I certify that I am in good mental and physical fitness for participating in Eyecycle Bicycle rides and activities. I certify that I have no mental or physical condition which could interfere with my or other Eyecycle participants safety while participating in Eyecycle rides or events.

3. I agree that if I use any bicycle equipment from Eyecycle parties that I accept that equipment as is and that the released parties have no responsibility for any defects in the equipment provided. I agree that the use of any equipment that I obtain or use from any of the Eyecycle parties is entirely at my own risk. I agree that I am fully responsible for any bicycle equipment that I own or provide for my use in Eyecycle rides or events.

4. I hereby a) waive and discharge any and all claims of any kind against Eyecycle Parties arising out of or related to any Eyecycle activities, b) release Eyecycle parties from any and all liability resulting from injuries or damages arising out of or related to Eyecycle activities, even if caused by the negligence of Eyecycle parties, c) agree to defend, indemnify and hold harmless Eyecycle parties from any claims, damages, injuries or losses which are in any way connected with my participation in Eyecycle activities even if such claims allege negligent acts or omissions of the Eyecycle parties; and d) I fully understand that I am solely responsible for my health, welfare and general well being while participating in any Eyecycle activities.

5. I certify that I have adequate insurance to cover any injury or damage I may suffer while participating, or I agree to bear the cost of such injury or damage to me.

6. I hereby consent and authorize Eyecycle parties act for me according to their best judgment in case of emergency.

7. I agree that Eyecycle parties include Eyecycle a nonprofit organization, any officer, director or member of Eyecycle; any Eyecycle volunteer; any agent or employee of Eyecycle; any Eyecycle sponsor and any persons or entities acting on behalf of Eyecycle.

8. Should Eyecycle parties incur attorneys' fees or costs in the course of enforcing this agreement, I will indemnify the Eyecycle parties and hold them harmless of all such fees and costs. In the event of a legal dispute, I agree that the dispute will be governed by Colorado law and that Venue shall be in the City and County of Denver. If any provision of this agreement is held invalid, it is agreed that the balance of the agreement shall, notwithstanding, continue in full force and effect. This agreement represents the complete understanding of the parties and no oral representations have been made.

9. I agree that this waiver, release, assumption of risk and indemnity agreement shall be legally binding on me personally, all members of my family, my heirs, successors, assigns and legal representatives.

I HEREBY CERTIFY THAT I HAVE READ THIS AGREEMENT, OR HAVE HAD IT ORALLY READ TO ME OR HAVE READ THIS AGREEMENT THROUGH USE OF ADAPTIVE TECHNOLOGY OR SCREEN READING DEVICES. I UNDERSTAND THE CONTENTS OF THIS AGREEMENT AND FREELY AND VOLUNTARILY ACCEPT THE TERMS OF THIS AGREEMENT. I UNDERSTAND THAT THIS IS A LEGALLY BINDING AND ENFORCEABLE AGREEMENT AND SIGN IT OF MY OWN FREE WILL.

DATE _____ SIGNATURE _____

WITNESS _____ PRINTED NAME _____

E-MAIL ADDRESS AND TELEPHONE NUMBER _____

PARENT OR GUARDIAN OF MINOR

I, as parent or guardian of the above named minor, hereby give my permission for my child or ward to participate in Eyecycle rides or events and further agree individually and on behalf of my child or ward to the terms above.

DATE _____ SIGNATURE _____

PRINTED NAME _____