

**MONADNOCK CYCLING CLUB WAIVER AND INDEMNIFICATION AGREEMENT**

*Please read carefully before signing. Initial each paragraph after reading it. This is an acknowledgment, waiver, and release from liability.*

I acknowledge that a sporting event is an extreme test of a person's physical and mental limits and carries with it a potential for death, serious injury and property loss. I hereby assume the risks of participation in bicycling, riding, training and competition. I certify that I am physically fit and have sufficiently trained for participation in bicycling, rides and workouts and have not been advised against participation by a qualified health professional. I acknowledge that my statements on this waiver and release from liability are being accepted by Monadnock Cycling Club (hereinafter referred to as "MCC") in consideration for allowing me to become a member of MCC or otherwise participate in MCC events/activities and are being relied upon by MCC and its sponsors, organizers, administrators in permitting me to participate in any MCC event/activity.

In consideration for allowing me to become a member of MCC, and allowing me to participate in MCC events/activities, I hereby take the following for myself, my executors, administrators, heirs, next of kin, successors, and assigns, or anyone else who might claim or sue on my behalf, and I expressly acknowledge that it is my intent to take these actions:

a) I agree that prior to participating in any event/activity; I will inspect the course, facilities, equipment and areas to be used and if I believe any are unsafe, I will immediately advise the person supervising the event, activity, facilities or area;

b) I waive, release and discharge from any and all claims, losses or liabilities for death, personal injury, partial or permanent disability, property damage, medical or hospital bills, theft or damage of any kind, including economic losses, which may in the future arise out of or relate to my participating in or my traveling to and from an MCC event/activity, the following persons or entities: directors/producers, officers, speakers, coaches, trainers, volunteers, and anyone else associated with MCC, and all localities/facilities in which liabilities are caused by the negligent acts or omissions of the persons I am hereby releasing or are caused by the negligent acts or omissions of any other person or entity;

c) I acknowledge that there may be traffic or persons on any course/route, and I assume the risk of biking or participating in any other MCC event/activity. I also assume any and all other risks associated with participating in MCC events/activities including, but not limited to, falls, contact and/or effect with other participants, effects or weather including cold/heat and/or humidity, defective equipment, the condition of the roads, water hazards, contact with other bikers and any hazard that may be posed by spectators, organizers or volunteers. All such risks being known and appreciated by me, I further acknowledge that these risks include risks that may be the result of the negligence of the persons or entities mentioned above in paragraph (b) or of other person or entities;

d) I agree not to sue any of the persons or entities mentioned above in paragraph (b) for any of the claims, losses or liabilities that I have waived, released, or discharged herein;

e) I indemnify and hold harmless the persons or entities mentioned above in paragraph (b) from any and all claims made or liabilities assessed against them as a result of (i) my actions or inactions; (ii) the actions, inactions or negligence of others including those parties hereby indemnified, (iii) the conditions of the facilities, equipment or areas where the event or activity is being conducted; or (iv) any other harm caused by occurrence related to an MCC event/activity;

f) I grant permission for the use of my name and/or likeness relating to my participation in an MCC event/activity and I waive all rights to any future compensation to which I may otherwise be entitled as a result of the use of my name or likeness.

**I hereby affirm that I am eighteen (18) years old or older, I have read this document and I understand its contents. Parent or guardian must sign for those under 18.**

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent / Guardian \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_