

Cadieux Bicycle Club II

WAIVER AND RELEASE OF LIABILITY -- READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the **Cadieux Bicycle Club II, dba Cadieux Bicycle Club and Team O2, a Michigan non-profit corporation ("Cadieux Bicycle Club")**, programs, rides, races and their related events and activities, the undersigned individual ("I") as of the date set forth below, hereby knowingly, voluntarily acknowledges, appreciates and agrees that:

- 1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis, death, and severe social and economic loss, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OR INACTION OF CADIEUX BICYCLE CLUB, THE RELEASEES or others, and assume full responsibility for my participation and understand that there may be other risks not known or not reasonably foreseeable at this time; and,
- 3. I represent and warrant to Cadieux Bicycle Club and/or the Releasees that I have the necessary training, experience, knowledge and education and am physically and mentally capable of participating in the program.
- 4. I understand the Cadieux Bicycle Club and or the Releasees are not responsible for the condition of the roadway, race course, bike trail, track and/or property on which the program is conducted and that the same were not designed or intended for activities associated with the program; and,
- 5. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Cadieux Bicycle Club and/or the Releasees immediately; and,
- 6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, DISCHARGE AND COVENENT NOT TO SUE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE **Cadieux Bicycle Club**, their officers, directors, officials, volunteers, insurers, contractors, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law, including all claims, actions, damages, liability, costs, loses and expense of every nature and kind whatsoever, including without limitation, attorney fees, court costs and the actual expense of litigation relative thereto.
- 7. The releases, waivers and indemnities set forth herein are intended to, and shall be, deemed interpreted, construed and enforced as the fullest, broadest and most complete indemnities, releases and waivers permitted by law or in equity. This agreement shall continue in full force and effect and shall not be merged, extinguished or modified except on the express written and executed agreement of the parties and shall apply to any event or program offered by Cadieux Bicycle Club or the Releasees now and in the future.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

x _____ Age: _____ Date Signed: _____

PARTICIPANT'S SIGNATURE

Print Name

Address City State Zip Code

Phone Number Email

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify, defend and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

x _____ Date Signed: _____

PARENT/GUARDIAN'S SIGNATURE

(Please complete Participant information above)

Print Name of Participant