

## Release of Liability and Assumption of Risk

The individual named below (referred to as “I” or “me”) desires to participate in road or mountain bike activities, group rides, or trail building or maintenance, and associated activities as a rider or as a volunteer (the “Activity”) organized by the Shenandoah Valley Bicycle Coalition, a Virginia Nonstock Corporation (the “Club”). In consideration of being permitted by the Club to participate in the Activity and the intangible value that I will gain by participating in the Activity, and in recognition of the Club's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this “Release”).

**I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, or property damage. I acknowledge that any injuries I sustain may result from or be compounded by the actions, omissions, or negligence of the Club, including any negligent emergency response or any rescue operations of the Club. Notwithstanding the risk, I acknowledge that I am voluntarily participating in the Activity with knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, disability, death, and property damage arising from my participation in the Activity, whether caused by the ordinary negligence of the Club or otherwise.**

I affirm that I am qualified, in good health, and in proper physical condition to participate in the Activity. I am aware that the Club recommends that I seek the advice of a physician before engaging in exercise such as road or mountain biking or trail building or maintenance. I have not been advised by a physician that I should not engage in the Activity.

Biking, whether on road or off-road, presents mental and physical challenges which can be extreme. I acknowledge that the Activity may occur on public roads and facilities that may be open to the public during the Activity and accept the risks that arise in connection with the use of public roads and facilities that are open to the public. I acknowledge that trails may include natural and artificial obstacles that present hazards, especially when trails are wet, steep, off-camber, composed of loose surfaces, or include routes that are close to or go over cliffs or other drop-offs. Some surfaces, including grass, roots, and some rock formations are particularly slippery when wet. If I believe conditions to be unsafe, I will immediately discontinue participation in the Activity.

I hereby expressly waive and release any and all claims, now known or hereafter known, against (i) the Club and its officers, directors, managers, employees, agents, affiliates, and members, (ii) any individual, company, or other organization which holds an interest in or over any property on which the Activity may be conducted, and (iii) their successors and assigns (collectively, “Releasees”), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Club or any Releasees or otherwise. I covenant not to make or bring any such claim against the Club or any other Releasee, and forever release and discharge the Club and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Club and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including any attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against the Club or any other Releasees arising out of, or resulting from any claim of a third party related to my participation in the Activity.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation or evacuation. I hereby release, forever discharge, and hold harmless the Club from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Club and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Club and me and any respective successors and assigns.

Unless my parent or legal guardian has also executed this Release, I affirm that I am at least 18 years old.

**By signing, I acknowledge that I have read and understood all of the terms of this Release, that I agree to those terms, and that I am voluntarily giving up substantial legal rights, including the right to sue the Club and the Releasees.**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**I am the parent or legal guardian of the minor named above. I have the legal right to consent and agree to and, by signing below, I hereby do consent and agree to the terms and conditions of this Release.**

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Witnessed:

\_\_\_\_\_

Printed Name of Witness:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_