

RELEASE OF LIABILITY Siskiyou Velo Bike Club, Medford, Oregon

IN CONSIDERATION of the benefits of Club membership, including but not limited to my participation in Siskiyou Velo Club ("Club") sponsored bicycling rides and Activities ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

- 1. ACKNOWLEDGE, agree, and represent that I understand that every cyclist on a Club ride or Activity is responsible for their own safety, even if there is a club approved Ride Leader. I further acknowledge that club rides and activities will be conducted on public roads and at facilities open to the public, whereupon THE INHERENT AND SUBSTANTIAL HAZARDS OF SPORT CYCLING ARE TO BE EXPECTED. I realize that I may withdraw from any Club ride or Activity if I fear I am endangered. I do not feel compelled to join this Club to enjoy sport cycling.
- 2. I understand that I am responsible for choosing and maintaining any bicycle which I use, so it is safe for my cycling skill, experience and the planned ride. I will not use drugs or alcohol that could impair me mentally or my ability to ride safely. I will maintain physical conditioning for the strenuous sport of cycling, including the distance and climbing steepness of the Club ride. I will comply with the Club requirement to wear an ANSI approved bicycling helmet, or better, and appropriate protective clothing/equipment at all times while cycling on a Club ride or Activity.
- 3. I understand that a bicycle is treated as a "Vehicle" under the Oregon Vehicle Code. As a cyclist, I have the same rights and duties of code compliance for safety while cycling on a public road as the driver of any other vehicle, unless the Code provision clearly does not apply to a bicycle.
- 4. I understand that motor vehicles are often driven in proximity to my bicycle on the vehicle lanes of public roads. I realize that temporary unforeseen maintenance of public roads may render cycling more dangerous. I know that public roads may be without paved shoulders on the edge of a vehicle lane, thus enhancing the risk of veering off the road. I grasp that any Club ride or Activity at any speed is dangerous, requiring hands-on directional control, plus front & back braking for safe stopping.
- 5. I comprehend that foreseeable and unpredictable hazards of cycling on any road include, but are not limited to, conflict or collisions with motor vehicles, conflicts or collisions with other cyclists, solo loss of control, difficulty seeing and anticipating man-made, natural road and/or multi-use path hazards, pedestrian behavior, adverse weather, debris, distractions and dangers from animal conflicts on the road, etc.
- 6. I understand THAT I AM BEING ASKED TO ASSUME in this legal document all risks of serious bodily injury, mental trauma, permanent disability, paralysis, disfigurement and death, as well as viral infections, bacterial infections and other communicable diseases and illnesses. THE RISKS that I am assuming may be caused by my own actions or inactions, those of others participating in the bicycling



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activities, the acts of motorized vehicle operators, dangerous environmental conditions and other risks unforeseeable at this time, and SPECIFICALLY, THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS, THE NEGLIGENCE OF OTHERS AND ACCEPT ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I INCUR, as a result of my participation in any Club ride or Activity.

7. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, the League of American Bicyclists (LAB), their respective administrators, directors, Club approved ride leaders, Club agents, officers, members, non-members who sign this Release of Liability, volunteers, employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered a "RELEASEE" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE of any "RELEASEE." I also release and covenant not to sue other Club members for negligent rescue operations and/or negligent first aid during any ride or Activity, while awaiting emergency medical services. I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any Releasee, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH RELEASEE from any litigation expenses, attorney fees, loss, liability, damage, or costs which any may incur as the result of such claims.

I am 18 years of age or older, have read and understand the terms of this agreement. I understand that I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT. I have signed and dated it voluntarily and without any inducement or assurance of any nature. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

| Signature | Date |
|------------|------|
| Print Name | |
| Email | |