

ALLIGATOR'S CYCLING, INC. ("ACI")

DBA ALLIGATOR'S CYCLING AND ALLIGATOR'S CYCLING CLUB

RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, & INDEMNITY & PARENTAL CONSENT AGREEMENT ("Agreement")

In consideration of being permitted to participate in ACI's sponsored activities, I, for myself, my personal representatives, assigns, heirs, & next of kin:

- 1. Acknowledge**, agree, & represent that I understand the nature of bicycling activities & that I am qualified, in good health, & in proper physical condition to participate in such activity. I further acknowledge that the activity will be conducted over public roads & facilities open to the public during the activity & upon which the hazards of traveling are to be expected. I further agree & warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.
- 2. Fully understand** that: (a) bicycling activities involve risks & dangers of serious bodily injury, including permanent disability, paralysis & death ("risks"); (b) these risks & dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of the Releasees named below; (c) there may be other risks & social & economic losses either not known to me or not readily foreseeable at this time; & I fully accept & assume all such risks & all responsibility for losses, costs, & damages I incur as a result of my participation or that of the minor in the activity.
- 3. Hereby release**, discharge, & covenant not to sue ACI, its owners, sponsors, other participants, volunteers (each considered one of the "Releasees" 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 the Releasees or otherwise, including negligent rescue operations; & I further agree that if, despite this **Release & Waiver of Liability, Assumption Of Risk, & Indemnity Agreement**, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, & hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may occur as the result of such claim.

I have read this agreement & fully understand its terms.

Name of Participant: _____

Phone: _____ Email: _____

Address: _____ City _____ State _____ Zip _____

Emergency Contact Name & Phone Number _____

Participant's Signature: _____ Date: _____

*******COMPLETE FOR MINOR RELEASE, ONLY (under the age of 18)*******

I, the minor's parent &/or legal guardian, understand the nature of bicycling activities & the minor's experience & capabilities & believe the minor to be qualified, in good health, & in proper physical condition to participate in such activity. On the minor's account, I agree to the above Release & Waiver of Liability, Assumption Of & Risk, & Indemnity Agreement.

Printed Name of Parent or Guardian: _____

Phone: _____ Email: _____

Address: _____

City _____ State _____ Zip _____

Parent/Guardian's Signature: _____ Date: _____

