

**OHIO RIVER TRAIL COUNCIL CYCLING CLUB RELEASE**

**NOTICE: This release form is a contract with legal consequences. Read it carefully before signing.**

In consideration of the acceptance of my application for entry in the Ohio River Trail Council Cycling Club, I hereby freely agree to and make the following contractual agreements.

I fully realize the dangers of participating in a bicycle ride and fully assume the risks associated with such participation including, by way of example, and not limitation, the following: the dangers of collision with pedestrians, vehicles, other rides and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated with athletic cycling.

I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interest (hereinafter collectively "successors" any and all rights and claims which I have or which may hereafter accrue to me against the sponsors of this event, the organizer and any promoting organizations, property owners, law enforcement agencies, all public entities, special districts, and properties (and their respective agents, officials, and employees" through or by which the events will be held for any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the event, or travel to or return from the event.

I agree it is my sole responsibility to be familiar with the ride course and any special rules or regulations for the event. I understand and agree that situations may arise during the ride which may be beyond the immediate control of ride officials or organizers, and I must continually ride so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment. I will ride wearing an ANSI or Snell approved helmet that will protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in this event.

I agree, for myself and successors, that the above representations are contractually binding, and not mere recitals, and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification.

I hereby grant to the organizers, sponsors and promoting organizations the right to photograph or otherwise reproduce (whether by film, tape, still photograph or otherwise) my appearance/likeness, to own all the results thereof as a work for hire for copyright purposes, and to exhibit, distribute, transmit and/or otherwise exploit such reproductions in the promotion and publicity for the event and similar events in the future.

Name (print) \_\_\_\_\_ Date \_\_\_\_\_

Signature of Entrant \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone # \_\_\_\_\_

**Parent or Guardian of Minor:** I, as parent or guardian of the above-named minor, hereby give my permission for my child or ward to participate in Ohio River Trail Council Cycling Club and further agree, individually and on behalf of my child or ward, to the terms above.

Signature of Parent or Guardian of Minor \_\_\_\_\_ Date \_\_\_\_\_