



Bike Temecula Valley - Ride Waiver Form

Email: _____
DATE OF BIRTH (MM/DD/YYYY): ____/____/____
NAME: _____
PHONE: (____) _____

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY, BIKE TEMECULA VALLEY and Vianca & Co. Real Estate Services Corcoran Global Living and Bike Train Temecula, REALIZE THE DANGERS OF PARTICIPATING IN A BICYCLE EVENT, whether as a rider or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, THE RELEASEES' OWN NEGLIGENCE, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the activity of cycling. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and their respective agents FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly during any ride organized by Releasees. I agree it is my sole responsibility to continually ride so as to neither endanger others nor myself.

I agree to wear a helmet, which satisfies the requirements of the United States Consumer Product Safety Commission and that can 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 would endanger myself or others, or would interfere with my ability to participate in a ride sponsored by releasees.** I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the releases in defending the claims. This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions which shall remain binding and enforceable.

Signature of Rider/Parent/Guardian **Age** **Date**

**** No Minors Are Authorized to Ride or Participate Without Signature Approval of a Parent or Legal Guardian ****