

Rider Number _____

**CEDAR HILL ROTARY CLUB "HEAD FOR THE HILLS" BIKE RALLY
MAY 8, 2010**

Name: _____ Over 18? Yes ___ No ___
Address: _____ City: _____ State: _____
Telephone: () _____ Email _____

**ASSUMPTION OF RISK, RELEASE OF LIABILITY, COVENANT NOT TO SUE, AND
INDEMNITY AGREEMENT
IMPORTANT!!
PLEASE READ CAREFULLY BEFORE SIGNING**

1. I, the undersigned, realize that the above-described activity of the Cedar Hill Rotary Club ("CHRC") involves bicycling ("bicycling activity") which can be a HAZARDOUS activity. There are many dangers and risks associated with bicycling including, but not limited to, injury or death resulting from collision with pedestrians, vehicles, other cyclists and fixed or moving objects; dangers arising from surface hazards such as potholes or poor road conditions, equipment failure, inadequate safety equipment, conditions stemming from weather, the negligence of myself or others, and trauma or injury arising with the stresses caused by physical exertion. I recognize that bicycling requires physical conditioning and I represent that I am in sound physical condition and that I have no physical or medical conditions that would endanger either others or myself. I am fully capable of participating in the CHRC bicycling activity.

2. I understand that the CHRC bicycling activity may be conducted over public roads and facilities open to the public and upon which the hazards of traveling are to be expected. I acknowledge that the CHRC has no responsibility for the condition or maintenance of the roads or facilities upon which the CHRC activity will be conducted. I agree to accept responsibility for the condition of my bicycle and I agree to wear an ANSI, Snell, ASTM or CPSC-approved helmet while on my bicycle during the CHRC bicycling activity. I have adequate health, disability, and life insurance for my family and me.

3. I agree, as a consideration of, and in consideration for, being allowed to participate in the CHRC bicycling activity, to freely and expressly assume all risks of injury or death to me, or property loss or damage, including injury, death, loss or damage attributable to the negligence of the CHRC and the spouses, promoters or affiliated organizations, and their respective agents, directors, officers, volunteers and employees (the "Released Parties").

4. I also agree to release and forever discharge the Released Parties from any and all responsibility or liability for all injuries or damages that result, either directly or otherwise, from my participation in or attendance at the CHRC bicycling activity. I agree not to make a claim against or sue the Released Parties for injuries or damages relating to the CHRC bicycling activity. I further agree to indemnify and hold harmless the Released Parties for all expenses incurred due to my participation in the CHRC bicycling activity, including medical and legal or other expenses. As liquidated damages, I hereby agree that if any of the Released Parties are forced to defend any action, lawsuit or litigation by me, my executors, or my heirs on my behalf, I agree to pay the Released Parties' costs and attorney's fees if they successfully defend such action, lawsuit or litigation.

5. If I am injured or become ill, I give permission for transportation to any medical facility and/or hospital and I consent to and authorize the provision of emergency first aid or medical treatment. I agree to be solely responsible for any costs related to such first aid or treatment.

6. I further agree to allow all photographs, video and/or digital images reproduced in association with the CHRC bicycling activity to be used in any way by the CHRC, and release all claim to rights in and to those images. I permit the CHRC or other Released Parties to re-use, publish, and republish photographs or pictures of me or in which I may be included, in whole or in part, or composite or distorted in character or form, without restriction.

7. I am aware that this is a release of liability and a contract between myself and the CHRC and I am signing it freely and of my own accord and I recognize and agree that it is binding upon myself, my heirs and assigns, and in the event that I am signing it on behalf of any minors, I have full legal authority to do so, and realize the binding effect of this contract on them, as well as on myself. In this Release, the use of personal pronouns such as "I," "me," and "my" shall be deemed to include any minor on whose behalf I am signing it. Should a court of competent jurisdiction declare any sentence, clause, paragraph or part of this agreement unenforceable, the remaining parts shall remain in full force and effect. A copy of this release can be used as if it were an original.

I, THE UNDERSIGNED, HAVE CAREFULLY READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY AND COVENANT NOT TO SUE AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND AND AGREE TO ITS CONTENTS.

Print Name: _____

Signature: _____ Date: _____

Signature of Parent or Guardian:

Printed Name of Parent or Guardian: _____

Signature of Parent or Guardian: _____ Date: _____

Name of Minor: _____ Age of Minor: _____