

# 2019 Hometown Bicycles Ride Waiver

NAME \_\_\_\_\_ M/F \_\_\_\_\_ 18 or older? Y N

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_

MEDICAL ISSUES / ALLERGIES: \_\_\_\_\_

**IMPORTANT NOTE:** Hometown Bicycles practices and promotes safety at all times. We require that riders, WITHOUT EXCEPTION, wear a helmet every time they ride for or with Hometown Bicycles.

Please **initial at right** to indicate that you have read, understood, and agree to abide by this rule: \_\_\_\_\_

## RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, MEDIA RELEASE, INDEMNITY & PARENTAL CONSENT

In consideration of being permitted to participate in any way with Hometown Bicycles L.L.C., Team Hometown Bicycles, Team Hometown Bicycles-sponsored bicycling, or their activities (Activities), I, for myself, my personal representatives, assigns, heirs, and next of kin: Acknowledge, agree, and represent that I understand the nature of Hometown Bicycles L.L.C. Activities and that I am qualified, in good health and proper physical condition to participate in such Activities. I further acknowledge that the Activities may be conducted over public roads and other facilities open to the public during the Activities and upon the hazards of which traveling are to be expected. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activities. I fully understand that: (a) bicycling and other Hometown Bicycles L.L.C. Activities involve risks and dangers of serious injury, including permanent disability, paralysis and death (Risks); (b) these Risks and dangers may be caused by my own actions, or inactions, or the actions or inactions of others participating in the Activities, the condition in which the Activities takes place, or the negligence of the "Releasees" names below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at the time, and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation in the Activities. I hereby release discharge, and covenant not to sue Hometown Bicycles L.L.C. their respective administrators, directors, officers, employees, volunteers, any sponsors, advertisers, owners, manufacturers, and if applicable, owners of property on which the Activities take place (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; and I further agree that if, despite this Waiver of Liability, Assumption of Risk, and Indemnity Agreement I, or anyone on my behalf, makes a claim against any of the "Releasees", I will indemnify, save, and hold harmless each of the "Releasees" from any litigation expenses, attorney fees, loss, liability, damage, or cost which may occur as a result of such claim.

I grant Hometown Bicycles L.L.C. permission to take and use photos and videos of me publicly to promote the shop and its Team. I understand that the images may be used in print and online publications, presentations, websites, and social media. I also understand that no royalty, fee, or other compensation shall become payable to me by reason of such use.

I have read the agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without an inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held invalid, the balance notwithstanding shall continue in full force and effect.

Signature of participant: \_\_\_\_\_

Date \_\_\_\_\_

## MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST WHICH ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM. I do also grant Hometown Bicycles L.L.C. permission to take and use photos and videos of me or my child publicly to promote the shop and its Team. I understand that the images may be used in print and online publications, presentations, websites, and social media. I also understand that no royalty, fee, or other compensation shall become payable to me by reason of such use.

Parent/Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_