

Livermore Cycling Club Waiver and Release of Liability

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT IMPACTS YOUR LEGAL RIGHTS.

By signing this form, I, on behalf of myself, my heirs, assigns, and next of kin, hereby enter into this Waiver and Release of Liability Agreement (the "Agreement") IN CONSIDERATION OF my being able to participate in any way in a Livermore Cycling Club ("LCC") sponsored bicycling activity (the "Activity"):

1. Acknowledgment of Risks: I understand the nature of the Activity and confirm that I am qualified, in good health, and in proper physical condition to participate. I acknowledge that the Activity will be conducted over public roads and facilities open to the public, subject to hazards including weather, vehicular traffic, and varied terrain. I agree that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. Assumption of Risk:

- Bicycling activities involve risks of serious bodily injury, including viral infections, bacterial infections, and other communicable diseases and illnesses, permanent disability, paralysis, brain damage, and death ("Risks").
- These Risks may be caused by my own actions/inactions, the actions/inactions of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the "Releasees" named below.

- There may be other risks and social/economic losses not fully known or readily foreseeable.
- 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 Activity.

3. Release and Waiver of Liability: I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE LCC, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, AJ's Family Cyclery, and if applicable, owners and lessors of premises on which the Activity takes place (each considered one of the "Releasees") FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES 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 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 any may incur as the result of such claim.

4. Acknowledgment of Volunteer Leadership: I acknowledge that LCC is administered by volunteers rather than paid professionals.

5. Severability: This Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California. If any portion of this Agreement is deemed invalid, the remainder will continue in full legal force and effect.

6. Image and Likeness: For internal and external use, LCC may obtain, compile, and use contact information, photographs, and audiovisual recordings of me. I consent to such uses and hereby waive all rights to approval and compensation.

7. LCC Rules and Regulations: I agree to abide by the LCC Rules and Regulations, as outlined on the LCC website [insert actual URL]. These rules cover safety, conduct, and ride procedures. I understand that the LCC leadership may update these rules as needed, and I may be removed as a member for violating club rules and guidelines.

Signature Agreement: I agree to the use of an electronic signature and that any physical or electronic copy of this Agreement and its attachments can be used as if it was an original.

Name

Signature

Date