

**WAIVER AND RELEASE OF LIABILITY AGREEMENT – READ BEFORE SIGNING**

In consideration of being allowed to participate in any way in the GENESEE VALLEY CYCLING CLUB (GVCC) program, its related races, rides, events and activities, I, \_\_\_\_\_, the undersigned, acknowledge, appreciate and agree that:

1. BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY THE GENESEE VALLEY CYCLING CLUB, INC. (GVCC), THEIR OFFICERS, OFFICIALS, AGENTS AND/OR EMPLOYEES, OTHER MEMBERS AND/OR PARTICIPANTS, SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNERS AND LESSORS OF PREMISES USED FOR THE ACTIVITIES ASSOCIATED WITH GVCC (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES AND IT APPLIES TO ALL ACTIVITIES AND EVENTS SPONSORED BY, PROMOTED BY, OR AFFILIATED WITH GVCC INCLUDING BUT NOT LIMITED TO ALL GVCC "G-TOUR EVENTS", INCLUDING THE G-TOUR ROAD RACES, TIME TRIALS, TEAM TIME TRIALS, CYCLOCROSS CLINICS, AND ANY OTHER EVENTS AND/OR ACTIVITIES WHETHER OR NOT DESCRIBED HEREIN (COLLECTIVELY "ACTIVITIES"). I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.
2. CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN THE AFOREMENTIONED ACTIVITIES, whether as a rider, official, coach, mechanic, volunteer, spectator, 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, use of equipment or materials provided by GVCC and others, THE RELEASEES' OWN NEGLIGENCE, and weather conditions; and the possibility of property damage and/or serious physical and/ or mental trauma or injury, or death associated with the event. I also certify that I am physically fit and sufficiently trained to be a participant in the Activities, whatever they may be, and that I have not been advised of any unfitness to do so by a qualified medical person.
3. I, for myself and my Successors, HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE THE RELEASEES FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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 in connection with, or arising out of, my participation in or association with the Activities, or travel to or return from the Activities.
4. I will follow the rules of the road, applicable laws and all stated and/or customary safe bicycle practices while participating in the Activities. I understand and agree that situations may arise during the Activities which may be beyond the control of the Releasees, and I must continually ride and otherwise participate so as to neither endanger myself nor others. If however, I observe any unusual significant hazard during my presence or participation in the Activities, I will remove myself from participation and bring such to the attention of GVCC and USA Cycling and/or their representatives immediately. I further accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with the Activities. I will wear a helmet which satisfies the requirements of the current USA Cycling Rulebook and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet and any modifications or attachments thereto. I have no physical or medical condition which would endanger myself or others if I participate in the Activities, or would interfere with my ability to safely participate in the Activities.
5. 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 Waiver and Release of Liability Agreement, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims. This Waiver and Release of Liability Agreement 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 a consent to any subsequent waiver or modification. Every term and provision of this Waiver and Release of Liability Agreement 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.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X \_\_\_\_\_ Age: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
PARTIPANTS SIGNATURE

**FOR PARENT/LEGAL GUARDIAN OF PARTICPANTS OF MINORITY AGE**

This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X \_\_\_\_\_ Date Signed: \_\_\_\_\_  
PARENT/LEGAL GUARDIAN SIGNATURE (print name)