

Bike Rides For Ordinary People

European Cycling Adventures

BIKE RIDES FOR ORDINARY PEOPLE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

I ACKNOWLEDGE that the bike ride I am going to participate in with Bike Rides for Ordinary People involves a dangerous activity, as does any bike ride or physical activity. I acknowledge that this ride carries with it the potential for death, serious injury, property damage, and property loss. I hereby assume all the risks of doing this ride, regardless of their cause. I promise to ride in a safe and prudent manner, so as not to endanger myself or others. I agree to wear a helmet at all times while riding. In consideration of my application to participate in this ride, I hereby execute this Waiver and Release from Liability on behalf of myself, my personal representatives, my administrators, my heirs, my next of kin, my survivors, my successors, and my assigns, as follows:

A. I WAIVE, RELEASE, DISCLAIM and FOREVER DISCHARGE from any and all liability for me while riding in any rides sponsored by Bruce Lederer or Bike Rides for Ordinary People, the following entities or persons: Bruce Lederer, and all other employees, volunteers, representatives, agents, assigns, funders and sponsors of Bike Rides for Ordinary People, together with vendors and manufacturers, and their respective directors, officers, employees, representatives, agents, and assigns involved in any way with Bike Rides for Ordinary People.

B. I INDEMNIFY AND HOLD HARMLESS the entities and persons specified in paragraph A above from any and all liability, loss, demand, claim or action at law or in equity that may hereafter be made or brought by those individuals or entities as a result of any of my actions during this ride. This indemnification and hold harmless agreement obligates me to defend any action brought against the entities and persons specified in paragraph A above as a result of any of my actions during this ride. Should I refuse to undertake my responsibilities under this paragraph, I will be liable for attorneys fees and costs incurred by the entities and persons specified in paragraph A above in defending any action brought against them as a result of any of my actions or those of my family members during this ride.

C. I CONSENT to receive medical treatment that may be deemed advisable as a result of any injuries I receive during this ride and agree that I am solely responsible for all costs, including diagnosis, treatment, medical transportation, and evacuation, that may become necessary for me or another person as a result of any of my actions during this ride. I am aware that medical services or facilities may not be readily available or accessible during some of the time in which I am participating in the ride or trip.

D. I AGREE that any photographs and audio or video recordings taken of me during my ride may be printed, reproduced and published in any manner anywhere without any further consent by me or my family members and without any compensation to me.

E. This agreement will be interpreted according to the laws of the Commonwealth of Massachusetts and exclusive jurisdiction for any legal claims arise out of it or in connection with the said event shall rest solely with the Commonwealth of Massachusetts, where Bike Rides for Ordinary People is based. If any portion of this agreement should be determined by a Court to be null and void, the remaining portions of the agreement shall remain in full force.

F. I CERTIFY that I have read this document, understand its contents in their entirety and have executed this document below without reservation or duress.

Date _____

Name _____