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Last Name

First Name

## Soo Bike Club

### RELEASE AND WAIVER OF LIABILITY

In consideration of my attendance, participation, and/or membership in Soo Bike Club events and activities, I hereby freely agree to and make the following contractual representations and agreements.

**I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT SUE AND RELEASE FROM LIABILITY SOO BIKE CLUB AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, OWNERS, VOLUNTEERS, MEMBERS, OTHER PARTICIPANTS, SPONSORS, PROMOTERS, AND AFFILIATES (COLLECTIVELY HEREINAFTER "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.** This Release and Waiver of Liability is a contract with legal and binding consequences and it applies to all activities and events sponsored by, promoted by, or affiliated with Soo Bike Club including any other events and activities whether or not described herein. By signing this document, I acknowledge that I have carefully read and understand what I am agreeing to. Furthermore, I acknowledge that this contract is fully integrated and that it is supported by valid consideration.

I understand and acknowledge that bicycling activities are inherently dangerous and I fully acknowledge and understand the danger of participating in these types of activities whether as a participant, member, and/or spectator, and I fully assume the risks associated with such participation including, by way of example and not limitation: collision with pedestrians, vehicles, other riders, and/or fixed or moving vehicles, objects, sponsors, spectators, promoters, or drivers; dangers arising from falls, road surface; equipment failure; inadequate safety equipment; weather conditions; and dangers caused by other participants and Releasees carelessness and recklessness. I also fully acknowledge that there is a risk of serious injury and death related to bicycling.

For myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interests (collectively hereinafter "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and all sponsors, organizers, promoting organizations, and property owners that are in any way connected with Soo Bike Club and/or any Releasees FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE** which I have or which may hereinafter 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 Soo Bike Club and/or its Releasees

I accept responsibility for the condition and adequacy of my bicycle and my own equipment, as well as the bicycles and equipment of the other Releasees, and any equipment Releasees may provide to me for use. I understand and agree that situations may arise which may be beyond the control of the Releasees. At all times while participating in Releasees rides, events, and activities, I agree to: (1) wear a helmet; (2) carry water; (3) carry personal identification; (4) follow all traffic laws and rules; (5) abide by the rules established by Releasees; and (6) ride in a manner so not to endanger myself or others.

I understand and acknowledge that I have been advised to seek the advice of a health care professional before performing any physical activity. I have no physical or medical condition which would endanger myself or others. Furthermore, I understand that the Releasees are not my medical providers, health care professionals, physical trainers, and/or in any way may not be qualified to provide health care advice. I agree to rely solely on my physician and qualified health care providers for any advice and counsel related to my own medical condition and fitness and ability to perform certain exercise activities.

On behalf of myself and my Successors, I agree that Michigan law shall apply to any dispute, claim, and/or lawsuit between myself and any Releasees and that Michigan law will apply in any lawsuit and/or interpretation of this

Release and Waiver of Liability. The parties knowingly, voluntarily, and intentionally waive the right to litigate or submit any dispute regarding, subject to, and/or relating to this Release and Waiver of Liability to any court or venue outside Chippewa county, Michigan, and agree that the courts in Chippewa county Michigan will have jurisdiction over any dispute.

I agree, for myself and my Successors, that this contract and the representations contained herein 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 contract, the claiming party shall be liable for expenses, including legal and attorney fees, incurred by the Releasees in defending the claim(s). This contract 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 consent to any subsequent waiver or modification. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect any other term or provisions, which shall remain binding and enforceable.

**I SWEAR AND AFFIRM THAT I HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE PROVISIONS CONTAINED HEREIN:**

X

Signature

X

Date

**CONSENT AND RELEASE OF PARENT OR GUARDIAN FOR MINOR CHILD**

I am the parent or guardian of \_\_\_\_\_ (Name of Minor Child). My child is fit for participation in Soo Bike Club events and activities, and I consent to my Child's participation. **I HAVE READ AND UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** and my Successors. **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE TO INDEMNIFY AND NOT TO SUE THE RELEASEES and all sponsors, organizers, promoting organizations, and property owners that are in any way connected with Soo Bike Club and/or any Releasees FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE** which I or my Child may have or which may hereinafter accrue to me or my Child and from any and all damages which may be sustained by me or my Child directly or indirectly in connection with, or arising out of, my Child's participation in or association with Soo Bike Club and/or its Releasees.

X

Parent Signature

X

Date