

HERCULES CYCLING CLUB Ride Signup List, Waiver and Release of Liability, Assumption of Risk Agreement, and Parental Consent Agreement with Indemnity

In return for being allowed to participate in this ride (event) today and all future rides (events) conducted by Hercules Cycling Club:

1. I acknowledge that I and other participants may be engaging in activities that involve risk of serious injury to me, including permanent disability and death. I understand that these risks may be increased through my own actions, or through the negligent action or inaction of Hercules Cycling Club members or representatives. I therefore assume all risks of injury or loss, even if caused in whole or in part by the negligence of Hercules Cycling Club, its members, or other representatives.

2. I Release from liability Hercules Cycling Club, their officers, members, sponsors, and employees; and owners and lessors of facilities used by Hercules Cycling Club, for any injury or damage that I may incur as a result of their activities, even if caused in whole or in part by their negligence. Under no circumstances will I the undersigned or my heirs, executors or assigns prosecute or present any claim for personal injury, property damage or wrongful death against the Releasees arising out of or related in any way with the undersigned's participation in any Hercules Cycling Club events or presence at Hercules Cycling Club events at any time, whether as a result of the Releasees' negligence or otherwise.

3. California Civil Code section 1542 states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." I specifically waive the terms of that section, and agree to Release claims that I may not yet know of, or which may be based on events that have not yet occurred. Under no circumstances will I the undersigned or my heirs, executors or assigns prosecute or present any claim for personal injury, property damage or wrongful death against the Releasees arising out of or related in any way with the undersigned's participation in any Hercules Cycling Club events or presence at Hercules Cycling Club events at any time, whether as a result of the Releasees' negligence or otherwise.

4. If I am allowing children under the age of 18 to participate in this ride, I agree on their behalf to the terms of this Release. I agree that if, notwithstanding this Release, I, the minor, or anyone on the minor's behalf makes a claim against any of the persons or entities Released, I will indemnify those persons and entities and hold them harmless against all expenses, damage or costs, including attorneys fees, arising out of that claim.

This is a Release. When you sign it, you forever give up certain rights to sue the persons and entities referred to in this Release. It is further understood and agreed that this Release and Waiver of Liability has to be signed in order to participate in all Hercules Cycling Club events and that it is legally binding on the undersigned and his or her heirs, executors and assigns. **I, the participant, acknowledge that I have read, understand, and agree to the above terms by signing below.**

READ IT CAREFULLY

