

CLEVELAND CIRCUIT RIDE

SPONSORED BY FIRST UNITED METHODIST CHURCH

WAIVER OF LIABILITY AND RELEASE

Each participant must sign this waiver, release, exoneration and indemnity agreement affirmatively waiving all liability claims against the event Sponsor and workers. This event is a charity bicycle ride on public streets. To be a participant, each rider, adult or minor, must consent to this agreement and relieve the Sponsor of liability for any loss or injury to their person or property. Now, as an inducement to the Sponsor to host the event and in consideration of the recreational benefits to the undersigned, the undersigned participant for themselves and any minor child they may be registering understand, agree, warrant and covenant as follows: Event “**Sponsor**” as used herein is the First United Methodist Church in Cleveland, Tennessee, the trustees of the church, the pastor, the Holston Conference of the United Methodist Church, all church officials, other donors, and all volunteers assisting and promoting this cycling event.

I, the undersigned, acknowledge that bicycle riding is potentially hazardous and involves a certain degree of risk that may result in property damage, injury or death. In consideration of the benefits to be derived and after carefully considering the risks involved, I am knowingly entering into these activities with knowledge of such danger recognizing that participation in the CLEVELAND CIRCUIT RIDE (hereinafter “Event”) is voluntary. I hereby accept any and all risk of injury or death or monetary loss. In consideration of my request to participate, I, for myself, my spouse, legal representatives, heirs, and assigns, hereby release, waive, indemnify, exonerate, and hold harmless, and discharge Sponsor, ride leaders, coordinators, donors, representatives, officers, directors, employees, volunteers and all other persons associated with such activity, from all liability to me, my spouse, legal representatives, heirs, and assigns, for any and all damage, and claims for damages, resulting from my participation and for injury to my property, person or my death, whether caused by negligence (excluding willful, wanton and intentional acts) of Sponsor or other cause. In addition, I give the event workers permission to photograph, video, and record me and to use my likeness for articles, promotions and advertising. Should I be injured, killed or suffer any loss of property due to or associated with my participation, I agree and covenant to not sue the event Sponsor or any other person released from liability.

I understand that bicycle riding is physically strenuous and I should not participate in this event unless I am medically, physically, and mentally able. I understand that there may be a large number of participants some of whom may be children or inexperienced creating a further hazard. The majority of the ride route is on public streets. My safety and the safety of minors I bring is my responsibility. The event Sponsor is not responsible for acts of third parties, road hazards or other participation risks. Knowing the risks of bicycle riding, nevertheless, I now assume those risks for myself or my minor child and release, hold harmless and exonerate all those persons or entities deemed to be part of “Sponsor” who might otherwise be liable to me (or my heirs or assigns) for damages. I assume all risks associated with participating in this event including, but not limited to, falls, being hit by a motor vehicle, contact with other participants, and effects of weather, traffic and road hazards.

Cleveland Circuit Ride

As a further assurance Sponsor, I certify that my health, level of skill, and that of my minor child, is appropriate for participation.

In the event of an accident, injury or emergency, I consent to medical treatment, transport to a hospital or other medical treatment facility and I agree to pay all cost and expense associated with such treatment and transport as my sole obligation. I acknowledge that due to the risks associated with participation I have been advised to keep my medical information on my person. I agree to abide by event rules, if any. I agree to wear a helmet and not to consume alcohol before or during the event. I am not taking any medication and have no health condition that may impair my safe participation in the event.

As the ride is on public roads, I agree to abide by T.C.A. 55-8-171 -177 and all other applicable rules and laws pertaining to riding a bicycle on a public road. I certify that my equipment is adequate for the event and will not create a hazard.

This is a charity ride and not a contest or race. I am responsible for any participant under 18 who I register. All riders under 18 must be accompanied at all times by an adult. If I have registered a minor, I certify that I am the parent or legally appointed guardian of the minor.

By signing this document, I certify that I have read and understand the importance and significance of it; and fully agree to all of the terms and provisions in this release of liability. This agreement shall be binding upon me, my spouse, if any, and my heirs, assigns and estate.

This agreement shall be deemed a contract for valuable consideration and shall be broadly construed in favor of Sponsor as a waiver of liability and indemnity agreement. This agreement shall be governed by the laws of the state of Tennessee.

Participant Signature

Date

Print name

If rider is under age 18, the undersigned certifies that I am the adult responsible for the minor rider and I have authority to sign this consent and release for the minor. Name of minor

_____. Age of minor _____.

Signature (parent or guardian)
minor

PrintName

Relationship to

Information

Last Name: _____ First Name: _____ Age: _____

Mailing Address: _____

City, State, Zip: _____

Cell Phone Number: _____ Email Address: _____

Confirm Email Address: _____

Age of Rider: _____ Gender: ___ Male ___ Female

Emergency Contact Name: _____

Emergency Contact Phone: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

I plan to ride: __14 Miles __30 Miles __48 Miles __62 Miles __ Other: _____

Short Sleeve T-Shirt Size: __Small __Med __Lg __XL __XXL

Registration paid by: Cash _____ Check _____

Mail Registration and Waiver of Liability and Release to:

Scott's Bicycle Centre
2544 Georgetown Rd NW
Cleveland, TN 37312