West Sound Cycling Club Waiver and Release

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND CONSENT TO EMERGENCY MEDICAL TREATMENT

You must agree to these terms before participating in West Sound Cycling Club bicycle ride or function. You accept this agreement by clicking a checkbox. If you are under age 18, your parent or guardian must agree too and agree to the Addendum for minor participants.

Read this agreement in full; it affects your legal rights. You are agreeing to assume risks that could result in death or serious injury; to waive all claims against West Sound Cycling Club and others; to indemnify West Sound Cycling Club and others; and to consent to emergency medical treatment.

1. **ASSUMPTION OF RISK**. I understand that bicycling has risks that could result in serious injury or death. These risks include falling, colliding with vehicles and other cyclists, encountering road hazards like potholes and cracks, crossing train tracks, and being chased by animals, as well as bicycle failures and malfunctions. I freely and voluntarily **ACCEPT ALL RISKS** of injury, death, or property damage relating to my participation in an Event—even those risks that were caused or contributed to by the negligence of West Sound Cycling Club, the volunteers, or other third parties.

2. **WAIVER OF LIABILITY**. I hereby RELEASE West Sound Cycling Club, the counties through which a route passes—and their respective affiliates, departments, owners, officers, employees, volunteers, agents, successors, and assigns—from all claims, liabilities, and injuries arising from or relating to my participation in any club bicycle ride or club function. This waiver includes negligence by any released entity or individual but does not extend to gross negligence, recklessness, intentional misconduct, or any other liability that Washington law does not permit to be excluded by agreement.

   I understand that I am responsible for my own conduct and decisions while participating in an Event and further agree that this release applies to any claim arising from or relating to my participation in non-bicycling activities during a bicycle ride or club function.

3. **INDEMNITY**. I agree to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** West Sound Cycling Club—against all claims and all losses and expenses that arise from or relate to my participation in any bicycle ride or club function. This indemnity obligation applies to claims of negligence by the indemnitee and includes defense costs like attorneys' fees. It does not apply to the extent the

claim, loss, or expense was caused by the gross negligence, recklessness, or intentional misconduct of an indemnified party.

4. **Consent to Emergency Medical Treatment**. I consent to all emergency medical treatment that is deemed necessary by first responders and health care providers, until such time that I—or a guardian or person legally authorized to decide for me—can make medical decisions. I agree that I am responsible for all costs of treatment.

5. **My Responsibility for Safety**. I understand that it is not the function of bicycle ride leaders to serve as guardians of my safety. I recognize that the routes chosen may be challenging, not necessarily the safest or easiest routes, and that weather, road, or traffic conditions may make a bicycle ride more difficult or risky. Notwithstanding this clause, West Sound Cycling Club is not responsible for cyclists who remove themselves from the ride or are removed for their own safety from the bicycle ride or club function for any of these reasons.

6. **Representations and Warranties**. I represent and warrant that I am in proper physical condition to participate in this event, that I am a sufficiently competent cyclist to handle all road and traffic conditions, and that my bicycle is in safe operating condition.

7. I also represent and warrant that I am age 18 or older. (If you are not age 18 or older, your parent or guardian must agree to the Addendum to Waiver and Release for Minor Participants, which is below.)

8. **COVID-19**. I understand that bicycling and being near other people could expose me to COVID-19, and I expressly agree to assume that risk. I understand that COVID-19 was declared a worldwide pandemic by the World Health Organization; that it is extremely contagious and is transmissible through close contact with infected people (many of whom may exhibit no symptoms); and that it may cause serious illness, disability, or death. I also understand that participating in a West Sound Cycling Club event could put me in close contact with people infected by COVID-19 and expose me to the virus.

9. **Helmet Required**. I understand that wearing a helmet that meets the CPSC, SNELL, ASTM, or ANSI bicycle safety standards can reduce head injuries in a cycling crash and that West Sound Cycling Club requires all bicycle riders to wear helmets. I agree to wear such a helmet while participating in any club bicycle ride.

10. **Rules of the Road and other Safety Rules**. I agree to follow all bicycle rules, traffic laws, rules of the road, instructions of bicycle ride leaders and local

authorities, and proper and safe bicycling etiquette at all times. I understand that I may be removed from the bicycle ride for failure to do so.

11. **Binding Agreement**. This Agreement is intended to be binding on me, my family, my heirs, my estate, my legal representatives, and my assigns.

12. **Disputes and Governing Law**. This Agreement is governed by Washington law. Any dispute arising from this Agreement or my participation in a bicycle ride shall be brought only in the courts of Kitsap County, Washington, or the U.S. District Court for the Western District of Washington, and I agree to the jurisdiction and venue of those courts for any such dispute.

13. **Permission to Use My Likeness**. I permit West Sound Cycling Club to use my image without payment in any future West Sound Cycling Club materials should it appear in photos, video, or other recordings taken during a bicycle ride or club function.

14. **Lost Property**. I understand that West Sound Cycling Club and its sponsors, officers, employees, volunteers, and agents are not responsible for any lost, stolen, or damaged bicycles, bike components, luggage, or other personal property.

15. **Cancellation or Interruption of Events**. I agree that the West Sound Cycling Club will not be responsible for any delay, interruption, or other failure to perform, and may cancel any bicycle ride for any circumstance beyond its reasonable control. Such circumstances include, by way of example, severe weather, volcanic eruption, earthquake, civil disturbance, forest or other fire, poor air quality, epidemic, terrorist threats, compliance with government requests, inability to deploy necessary equipment or volunteers, roadway or trail closures or construction, and dangerous or impassable roadway or trail conditions.

    I understand and agree that West Sound Cycling Club, at its sole discretion, has the right to cancel or reroute all or any part of a West Sound Cycling Club bicycle ride due to the occurrence of any force majeure event or credible threat thereof, including but not limited to any unhealthy air quality, fire, earthquake, extreme temperatures, volcano eruption, acts of civil or military authority, casualty, flood, war, terrorist attack, epidemic, insurrection, civil unrest, strikes or other labor activities or any other similar cause beyond the reasonable control of West Sound Cycling Club, including environmental conditions that might threaten the health and safety of bicycle ride participants or volunteers. I will release and hold West Sound Cycling Club harmless for any costs or damages incurred as result of cancellation or rerouting of a West Sound Cycling Club bicycle ride due to a force majeure event.

16. **Severability**. I agree that, if any clause or provision of this Agreement is held unenforceable, the remainder of the Agreement shall be enforced.

I understand that by registering I am accepting and agreeing to the terms above, and that these terms include an indemnity, an assumption of risk, and a release of liability and waiver of legal rights that deprive me of the right to sue certain parties. I acknowledge that I have read and understood these terms and accept the inherent dangers and risks which may or may not be readily foreseeable, including personal injury, property damage or death that arise from participation in any bicycle ride.

Addendum for Minor Participants

A parent or legal guardian must sign for, accompany, and be responsible for all persons under the age of 18. Minors ages 16-17 may be unaccompanied with this signed consent form. ALL MINOR PARTICIPANTS require 24-hour advance permission of the bicycle ride leader.

1. **Representations and Warranties.** I represent and warrant that I am over 18 years old, am the parent or legal guardian of the minor, and am authorized and legally competent to agree to the Assumption of Risk, Waiver of Liability, and Consent to Emergency Medical Treatment and to this Addendum.
2. **WAIVER OF LIABILITY.** I hereby **RELEASE** West Sound Cycling Club and the counties through which a bicycle ride passes—and their respective affiliates, departments, owners, officers, employees, volunteers, agents, successors, and assigns—from all claims and liabilities arising from or relating to the minor's participation in the bicycle ride. This waiver includes negligence by any released entity or individual but does not extend to gross negligence, recklessness, intentional misconduct, or any other liability that Washington law does not permit to be excluded by agreement. I understand that I am responsible for the minor's conduct and decisions while participating in a bicycle ride and further agree that this release applies to any claim arising from or relating to the minor's participation in non-bicycling activities during a bicycle ride. This includes but is not limited to minors riding on: attached trailers, trail-a-bike, or frame/rack-mounted child seats.
3. **INDEMNITY.** I agree to **DEFEND, INDEMNIFY, AND HOLD HARMLESS** West Sound Cycling Club, and the counties through which a route passes—and their respective affiliates, departments, owners, officers, employees, volunteers, agents, successors, and assigns—against (1) all claims brought by me or another relative or legal guardian arising from or relating to the minor's participation in any bicycle ride, and (2) from any future claim of liability by the

minor named below. This indemnity obligation applies to claims of negligence by the indemnitee and includes defense costs like attorneys' fees. It does not apply to the extent the claim, loss, or expense was caused by the gross negligence, recklessness, or intentional misconduct of an indemnified party.

4. **Consent to Emergency Medical Treatment.** I authorize emergency medical treatment for the minor registering and I accept full responsibility for all medical expenses incurred as a result of the minor's participation in any club bicycle ride or function.

I have fully informed myself of the content of this addendum and the assumption of risk, waiver of liability, and consent to emergency medical treatment, and agree to their terms.

Your signature below indicates you have read and agree to the WAIVEROF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY agreement.

Ride Name: _____ Date:_____

Ride Leader: _____ Pace: _____Miles _____

Participants Sign Print Name Cell Phone# ICE Name and Phone

1. _____ _____ _____ _

_____

2._____

_____

3._____

_____

4. _____

_____

5. _____

_____ _____

6. _____ _____

_____

7._____

_____

8._____

_____

9._____

_____

10._____

_____

11._____

_____

12._____

_____

13._____

_____

14._____

_____

15._____

_____

16._____

_____