



## RIDE WAIVER & RELEASE

**Statement of Risks:** I, the undersigned, acknowledge the risks of participating in the captioned event. These risks include, but are not limited to, bodily injury or death to myself or others and exposure to legal liability for bodily injury to other persons or for damage to the property of others. These and other risks may be caused by or arise from collision with pedestrians, vehicles, other riders and/or fixed or moving objects; the negligence of myself, other riders, sponsors, promoters, motor vehicle operators, pedestrians, spectators or other persons, natural or legal; and/or falls, road surface, temporary or permanent traffic control devices or the absence thereof, equipment failure, inadequate safety equipment, precautions or arrangements and weather conditions, among other risks, hazards and causes.

**Acknowledgements, Representations and Warranties:** I, the undersigned, acknowledge that I am solely responsible for identifying and evaluating the risks of participating in the captioned event. I further acknowledge that the foregoing Statement of Risks is strictly by example. It is not intended to be, and is not, a full or comprehensive enumeration and explanation of risks. I have not relied upon the Statement of Risks to assess my exposures to bodily injury, property damage or legal liability. To the contrary, I represent and warrant that I have independently and fully investigated, and informed myself of, the risks of participation in the captioned event. To the extent that my knowledge or assessment of the risks of participation is inaccurate or incomplete, it is because the investigation for which I am solely responsible was insufficient.

I further acknowledge that the captioned event requires physical conditioning for which I alone am responsible. I represent and warrant that I am in physical condition appropriate to the captioned event and that I have no physical or mental conditions that would endanger myself or others.

I finally represent and warrant that my bicycle is in good mechanical condition and is appropriate to the captioned event.

**Acceptance of Rules and Conditions:** I acknowledge the rules and conditions of participation promulgated by the Tri-County Bicycle Association and/or by or with respect to the captioned event. I agree to abide by all such rules and conditions including, but not limited to, those relating to the wearing of a helmet and an identification band.

**Assumption of Risk and Release:** In consideration of being permitted to participate in the captioned event, and for myself, any spouse, child or other dependent, personal representative or other person who may make a claim in my name or on my behalf (the Releasers):

- a. I hereby assume all and every risk involved in or arising from the event and/or my participation herein; and,
- b. I hereby release, acquit and forever discharge from all and every claim for bodily injury, property damage, contribution and/or legal liability of any kind or nature whatsoever, the Tri-County Bicycle Association, any sponsor or promoter of the captioned event, all affiliated organizations and the principals, officers, employees or other agents of any of them (the Releasees).

I acknowledge and declare that it is my intention as Releaser, and the intention of the Releasees, that no person, natural or legal, have a claim against any Releasee for any bodily injury, property damage or legal liability which I may sustain, cause or incur and/or which may arise from my participation in the captioned event.

**No Benefit to Third Parties:** No person, natural or legal, other than the designated Releasees, is or shall be released from liability to me or to other Releasers in the event that I sustain any bodily injury, including death, or property damage, or that I incur any legal liability, including liability for health care, rehabilitation expense and the like. In executing this Application, I do not waive, compromise or otherwise impair any right or claim that I may have under law, contract or otherwise for benefits or insurance coverages of any kind.

**Modifications:** No provision of this Application may be modified or waived by or for any person.

**Severability:** To the extent that any provision of this Application may be held unenforceable for any reason, the balance shall remain in full force and effect.

**Signature of Parent or Guardian:** I, the undersigned, am the parent and/or guardian of the participating minor. I have read this Application in its entirety and have full knowledge and understanding of the terms and obligations thereof and of the legal significance of those terms and obligations for myself and for the participating minor. I hereby consent to the minor's participation in the captioned event and agree for myself and for the minor that each of us is individually bound to each and every term and condition hereof.

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Tri-County Bicycle Association  
P. O. Box 22146  
Lansing, MI 48909

Steve Schuesler  
631 Wayland  
East Lansing, MI 48823