



Release, Waiver, and Assumption of Risk for the BIKEFIT SUNFLOWER SQUAD INC

I, _____ hereby acknowledge and agree that in consideration of being permitted to participate in the activities of, "BIKEFIT SUNFLOWER SQUAD INC" I do hereby release officers, directors, employees, independent contractors, agents, affiliated clubs, volunteers from all liability, recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in, any events of "BIKEFIT SUNFLOWER SQUAD INC" notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of any members, officers, directors, employees, independent contractors, agents, affiliated clubs and volunteers.

And, I hereby acknowledge and agree:

1. Bikefit Sunflower Squad Inc means, and shall be deemed hereby to mean, Bikefit Sunflower Squad Inc., a not-for-profit corporation to carry on the activities of a cycling club. Any reference in this Release, Waiver and Assumption of Risk or the attached Consent and Release of Parent or Guardian to Bikefit Sunflower Squad refers to and shall be deemed to refer to Bikefit Sunflower Squad Inc., a not-for-profit corporation. The Release, Waiver and Assumption of Risk and the Consent and Release of Parent or Guardian is hereby directed to Bikefit Sunflower Squad Inc., a not-for-profit corporation and to no other person, entity or association whatsoever;
2. Bikefit Inc. is a sponsor only (the "Sponsor") of Bikefit Sunflower Squad Inc a not-for-profit corporation under the name Bikefit Sunflower Squad Inc. and that the Sponsor is not otherwise affiliated with Bikefit Sunflower Squad Inc. nor, by virtue of its sponsorship, does the Sponsor thereby become responsible to me (or my child, as the case may be) in any way whatsoever and I hereby release, indemnify and forever hold harmless the Sponsor, its officers, directors, employees and agents, or assignees, from every claim and any liability howsoever arising, that I may allege or my child may allege (if I am signing this consent and release as a parent or guardian), against the Sponsor.
3. that the sport of cycling is very dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the sport itself, others which result from human error and negligence on the part of the persons involved in preparing, organizing and staging cycling programs, races and other activities;
4. that, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;
5. that some of the aforesaid risks and hazards are foreseeable, but others are not;
6. that I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in the aforesaid cycling programs, races and activities shall be entirely at my own risk;
7. that I understand that Bikefit Sunflower Squad Inc, and their respective members, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers assume NO responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid cycling programs, races and activities;
8. that I have carefully read this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that I fully understand same, and that I am freely and voluntarily executing same;



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- 9. that I understand clearly that by signing this release I will be forever prevented from suing or otherwise claiming against the Bikefit Sunflower Squad Inc and their respective members, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers associated with the "BIKEFIT SUNFLOWER SQUAD INC" for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for any of the above mentioned cycling programs, races or activities whether or not such loss or injury is caused solely or partly by the negligence of their respective members, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers;
- 10. that I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this agreement;
- 11. for consideration for my membership and participation in the "BIKEFIT SUNFLOWER SQUAD INC" I hereby authorize Bikefit Incorporated and the "BIKEFIT SUNFLOWER SQUAD INC" it's legal representatives, agents and assigns, the right and permission to copyright and use, re-use, publish and re-publish any photographic images in which I may be included intact or in part without restriction, for all media, art, motion pictures, web promotion, advertising or any other purpose whatsoever relating to Bikefit Incorporated and the "BIKEFIT SUNFLOWER SQUAD INC";
- 12. that I understand clearly that Bikefit Sunflower Squad Inc and their respective members, officers, directors, employees, independent contractors, agents, affiliated clubs or volunteers associated with the "BIKEFIT SUNFLOWER SQUAD INC" would not permit me to participate in any such cycling programs, races and activities unless I signed this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement applies to all the aforesaid cycling programs, races and activities whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in a cycling program, race or activity in order to be effective;
- 13. that this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement is binding on myself, my heirs, my executors, administrators, personal representatives and assigns;

Name: _____ Age as at 01/01/2017: _____

Address: _____ Phone: _____

Signature of applicant: _____ Today's date: _____

Signature of witness: _____ Name of witness: _____

Consent and Release of Parent or Guardian

I am the parent or guardian of _____. My child is fit for the participation in the "BIKEFIT SUNFLOWER SQUAD INC" and I consent to my child's participation. I have read and I understand the "BIKEFIT SUNFLOWER SQUAD INC" Applicant Registration Form and Release, Waiver, and Assumption of Risk agreement. In consideration of allowing my child to participate, I consent to it and agree that its terms shall likewise bind me, my child, my heirs, legal representatives, and assignees. I hereby release and shall defend, indemnify and hold harmless the Releasees from every claim and any liability that I or my child may allege against the Releasees (including reasonable attorneys fees and/or costs) as a direct or indirect result of injury to me or my Child because of my Child's participation in the activities of the "BIKEFIT SUNFLOWER SQUAD INC," whether caused by the negligence of the Releasees or others. I promise not to sue the Releasees on my behalf or on behalf of my child's regarding any claim arising from my child's participation in the activities of the "BIKEFIT SUNFLOWER SQUAD INC."

Signature of Parent or Guardian: _____ Today's date: _____

Signature of witness: _____ Name of witness: _____



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