

# Bike Safety and Maintenance Event and Ride

## ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

**INSTRUCTIONS.** Please read carefully before signing this Agreement. This is a release of liability and waiver of certain legal rights. If you do not understand or are unsure of any of the provisions set forth herein, you should consult with an attorney before signing this document.

Name of Participant: \_\_\_\_\_ Age: \_\_\_\_\_

In consideration of being allowed to participate in the Event, and to the extent permitted by law, the Signatory, as the person participating in the Event or as the parent or legal guardian of the person who will be participating in the Event, agrees to the following:

1. **Definitions.** For purposes of this Agreement, the terms set forth below are defined as follows:
  - a. "Agreement" means this Assumption of Risks, Release of Liability, and Indemnity Agreement.
  - b. "Event" means the **Bike Safety and Maintenance Event and Ride on Sunday, May 22, 2022.**
  - c. "Participant" means the person who is participating in the Event.
  - d. "Released Parties" means the Regional Transportation Commission of Southern Nevada and any other entities involved in the Event, their respective officers, employees, agents, representatives, contractors, volunteers, insurance carriers, successors, and assigns.
  - e. "Signatory" means the person signing this document (i) who is age 18 or older and the Participant in the Event, or (ii) who is the parent or legal guardian of a Participant under the age of 18.
2. **Assumption of Risk.**
  - a. The Signatory agrees and understands that (i) the Event can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH to the Participant; (ii) there are inherent risks associated with strenuous physical exercise or exertion which is required in order to participate in the Event, which may cause falls, injuries and/or death to the Participant; and (iii) such risks include, but are not limited to equipment failure, rocks of various sizes, uneven and/or slippery conditions, varying weather and surface conditions, varying slopes, loose gravel and dirt, wet surfaces, holes and potholes, debris, other bikes, vehicles, paved surfaces, the condition of the Participant, dehydration, and changing elevations.
  - b. The Signatory understands that he/she is responsible for all personal items including, but not limited to cameras, cell phones, clothing, bicycles, etc. brought by Participant to the Event and hereby waives all claims for loss, theft, or damage to any of Participant's property.
  - c. The Signatory further agrees and understands that (i) there is a requirement to wear a CPSC/SNELL-approved bicycle helmet at all times while participating in the Event; (ii) a helmet is in no way a guarantee of safety and no helmet can protect the wearer against all foreseeable impacts to the head; (iii) the Event can expose the wearer to forces that exceed the limits of protection provided by this helmet; (iv) the helmet does not guard

against injury to the neck, spine or any other part of the body, and (v) these limitations are inherent risks of the Event.

- d. The Signatory takes full responsibility for any injury (including death) or loss to the Participant, which Participant may suffer, arising in whole or in part out of the Event.
  - e. NOTWITHSTANDING THE RISKS DESCRIBED HEREIN, AND SUCH RISKS AS MAY NOT BE DESCRIBED HEREIN, THE SIGNATORY, NEVERTHELESS, AGREES TO ASSUME ALL RISKS ASSOCIATED WITH THE PARTICIPANT'S PARTICIPATION IN THE EVENT.
3. **Waiver and Release of Liability.** In consideration for being allowed to participate in the Event, the Signatory, on behalf of himself or herself or the Participant, and his or her heirs, executors and administrators, assignees, and legal representatives, hereby forever releases the Released Parties from any and all actions, claims or demands of whatever kind or nature, either in law or equity, which arise or may hereafter arise, either directly or indirectly, from (i) the Participant's participation in the Event, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by the Released Parties, or (iii) the condition of the premises where the Event occurs.
4. **Indemnification.** IN ADDITION TO THE ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY SET FORTH IN SECTIONS 2 & 3 ABOVE RESPECTIVELY, THE SIGNATORY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, LAWSUITS, OTHER PROCEEDINGS, CAUSES OF ACTION, LIABILITIES, CIVIL OR CRIMINAL PENALTIES AND CHARGES, OTHER COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' AND EXPERTS' FEES AND COSTS, WHETHER OR NOT SUIT IS FILED) CAUSED IN WHOLE OR IN PART BY, RELATES TO OR ARISES OUT OF OR IS INCIDENT TO PARTICIPANT'S PARTICIPATION IN THE EVENT INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, PERSONAL INJURIES, EMOTIONAL OR BODILY INJURY, OR DEATH.
5. **Compliance with Laws.** The Signatory agrees that the Participant will obey all laws of the State of Nevada, Clark County and the local cities through which the Event travels, which may apply to the Participant's participation during this Event including but not limited to traffic laws, traffic signals, devices and other traffic rules that apply to Participant during this Event, unless instructed to the contrary by a law enforcement official.
6. **Fitness.** The Signatory represents that the Participant has sufficient experience to participate in the Event; has a sufficient level of fitness and health to participate in the Event; and has no other conditions that would prevent the Participant from participating in the Event.
7. **Authorization of Medical Treatment.** In the event of an injury to the Participant during the Event, the Signatory authorizes each Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. The Signatory agrees that upon Participant's transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for the Participant. Further, Signatory agrees to pay all costs associated with such medical care and related transportation provided for Participant and will indemnify and hold harmless each Released Party from any such costs incurred, or any related claims.
8. **Participant's Representation.** By signing this Agreement without a parent or guardian's signature, the Signatory represents that he or she is at least 18 years of age. If signing as the

parent or guardian of the Participant, the Signatory represent that he or she is the legal parent or guardian of the minor Participant.

9. **Minor Participant.** If the Participant is a minor, the Signatory, as the parent or legal guardian of the Participant, acknowledges that he or she is also signing this Agreement on behalf of the minor Participant and that the minor Participant will be bound by all the terms of this Agreement. The parent or legal guardian understands that he or she is waiving certain rights on behalf of the minor that the minor otherwise may have and that without his or her agreeing to the terms of this Agreement, the minor Participant would not be permitted to participate in the Event.
10. **Event Photos/Recordings.** Signatory grants and conveys to Released Parties all right, title, and interest in any and all photographs, videotapes, motion pictures, recordings or any other record of this Event made by the Released Parties during the Event, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
11. **Miscellaneous.** This Agreement will be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

I HAVE CAREFULLY READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM  
RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

\_\_\_\_\_  
PRINTED NAME OF PARTICIPANT

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
PRINTED NAME OF PARENT/LEGAL GUARDIAN

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
EMERGENCY PHONE NAME/NUMBER

\_\_\_\_\_  
DATE