

GYROS CYCLING CLUB
RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK

WAIVER AND RELEASE OF LIABILITY -- READ BEFORE SIGNING In consideration of being allowed to participate in any way in the **GYROS CYCLING CLUB**, its related events and activities, I, _____, the undersigned, acknowledge, appreciate, and agree that: 1. The risk of injury from these activities is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and, 3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and, 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE **GYROS CYCLING CLUB**, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OR RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT..

I also agree to comply with CDC’s safety and preventative measures designed to reduce the spread of infection of COVID-19 and to comply with all rules and laws, and I hereby waive and release the **Gyros Cycling Club**, its directors, officers, administrators, representatives, volunteers, and agents (collectively, the “Releasees”), from any and all claims, liabilities, or causes of action arising from my participation in the Cycling Activities, including any exposure or infection of COVID-19 from my participation in the Cycling Activities.

Safety and Preventative Measures to Reduce the Spread of COVID-19

I understand that the following are symptoms of COVID-19:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing

- Fatigue
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

I acknowledge and agree that I will comply with the following safety and preventative measures:

1. I will not participate in Cycling Activities if I am experiencing COVID-19 symptoms.
2. If I have experienced COVID-19 symptoms, I will not participate in Cycling Activities until ten (10) days after the symptoms first appeared, and until I have been without a fever for twenty-four (24) hours, and after other symptoms of COVID-19 have improved.
3. I will not participate in Cycling Activities if I have been exposed within the past fourteen (14) days to a person with a confirmed or suspected case of COVID-19.
4. I will not participate in Cycling Activities if I have traveled to highly impacted area of the United States or another country within the past fourteen (14) days.
5. I will wear a face mask covering prior to the start and at the conclusion of Cycling Events. I acknowledge that the **Gyros Cycling Club** recommends the use of face mask coverings while cycling during Cycling Events.
6. I will wear a face mask covering at rest stops, as required by local and/or state mandates.
7. I will maintain social distancing of at least six (6) feet from others prior to the start and at the conclusion of Cycling Events and at rest stops. I acknowledge that the **Gyros Cycling Club** recommends social distancing of at least six (6) feet while cycling during Cycling Events.
7. I will do everything possible to reduce droplets by moving to the back of the group to ensure that no one is in my slipstream if I have to sneeze, cough, clear my nose, etc.

Inherent and Potential Risks

I acknowledge and agree that the nature of cycling involves strenuous physical activity. I attest that I am qualified, in good health, and in proper physical condition to participate in the Cycling Activities. I assume all risk associated with participating in the Cycling Activities relating to the risk of strenuous physical activity and exertion, including, but not limited to, physical injury, death, and mental trauma.

I acknowledge and agree that cycling is an inherently dangerous activity, and I assume all risks of participating in the Cycling Activities. I assume all risks associated with the Cycling Activities including: falling off my bicycle; physical contact with other riders; physical contact with vehicles and pedestrians; dangerous road or trail conditions, including traveling on public roads, trails, and other facilities open to the public, wet or uneven road surfaces, winding roads, steep descents, and potholes; and the effects of weather, including heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and humidity.

Inherent and Potential Risks of COVID 19

I acknowledge the highly contagious nature of COVID-19. To avoid being exposed to COVID-19, I also acknowledge that the Center for Disease Control and the State of North Carolina recommend that I avoid close contact with other people and that I maintain a distance of at least six (6) feet from other people. I further acknowledge that the **Gyros Cycling Club** has put in place safety and preventative measures to reduce the spread of COVID-19, but that the **Gyros Cycling Club** cannot guarantee that I will not become infected with COVID-19 while participating in Cycling Activities. In addition, I acknowledge that the risk of being exposed and/or infected with COVID-19 may result from the actions, omissions, and/or negligence of myself and others.

Medical Evaluation

I acknowledge and agree that on rare occasions an emergency requiring medical treatment can occur. I consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and illness during the Cycling Activities. I agree to pay for any medical, dental, surgical, and hospital care rendered to me. This Release, Waiver of Liability, and Assumption of Risk extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligent medical care and emergency rescue operations.

Release, Waiver of Liability, Assumption of Risk, and Covenant Not To Sue

I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

1. TO ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF LOSS, AND PERSONAL INJURY, INCLUDING MENTAL TRAUMA AND DEATH, that may be

sustained by me, or any loss or damage to property owned by me as a result of participating in the Cycling Activities.

2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE the Releasees from any and all liability, claims, actions, demands, expenses, attorney's fees, breach of contract actions, breach of statutory duty, breach of duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including mental trauma and death, that may be sustained by me, or to any property belonging to me, while participating in the Cycling Activities including, but not limited to, any claim that the act or omission complained of **was in whole or in part caused by the negligence or carelessness of the Releasees.**

Acknowledgement of Compliance with Rules and Laws

I warrant that I am competent to ride safely, and that my bicycle and equipment are in safe working conditions. I acknowledge and agree that the **Gyros Cycling Club** requires the wearing of helmets, and agree to always wear a helmet when participating in the Cycling Activities. I acknowledge and agree that the **Gyros Cycling Club** prohibits the use of headphones and earbuds, and I agree to not use headphones or earbuds when participating in the Cycling Activities. I acknowledge and agree that the **Gyros Cycling Club** does not allow cyclists to utilize aerobars on bicycles unless the cyclist is riding at least twenty (20) feet off the back of the Cycling Activity, and I agree to not utilize aerobars during Cycling Activities unless I am riding at least twenty (20) feet off the back of the Cycling Activity. I agree to obey all traffic laws and to practice safety and courtesy when cycling.

Severability

I agree that if any portion of this Release, Waiver of Liability, and Assumption of Risk is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

I acknowledge and represent that I have carefully read and understand all terms of this Release, Waiver of Liability, and Assumption of Risk.

Full Name: _____ **Signature:** _____ **Date:** _____