**TEAMCBC**

**WAIVER AND RELEASE OF LIABILITY FOR 2024**

**All ride participants MUST read, sign and date this waiver.**

**Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement**

**All participants must wear a helmet**

TeamCBC is a not-for-profit 501c3 Corporation in North Carolina.  This bicycling event is for fundraising solely for TeamCBC.  In consideration of being permitted to participate in any way in the TeamCBC sponsored Bicycling Activities (“Activity”), I, (name of participant), for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity.  I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected.  I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

1. Fully Understand that (a) Bicycling Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death (“risks”);  (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or the Negligence of the “releasees” Named Below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

1. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE TeamCBC, its respective administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners or lessors of premises on which the Activity takes place (each considered the “RELEASEES” HEREIN) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I Will Indemnify, Save, and Hold Harmless Each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.  **I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND AND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE.**

1. 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
* Fatigue
* Headache
* 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 preventive measures:

1. I will not participate in a Cycling Activity 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 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 another country with the past fourteen (14) days.
5. I will wear a face mask covering before the start and at the conclusion of Cycling Events.  I acknowledge that TeamCBC recommends the use of face masks coverings while cycling during Cycling Events.
6. I will wear a face mask covering at rest stops, as required by local and/or start mandates.
7. I will maintain social distancing of at least six (6) feet from the others before the start, after the conclusion, and at rest stops of Cycling Events.  I acknowledge that TeamCBC recommends social distancing of at least six (6) feet while cycling during Cycling Events.
8. 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.

1. I acknowledge and understand that as a result of the COVID-19 pandemic, the State of North Carolina has issued restrictions on various activities which include activities occurring outside and/or involving groups of people.  I understand that exposure to COVID-19 is a significant risk and poses a threat of serious illness or death, that the responsibility for protecting myself is mine and mine alone while participating in any cycling activity with others, and I represent and acknowledge that I have educated myself as to all safeguards which are needed to protect me and others from the spread of the virus.  I further understand the COVID-19 virus can be spread by my own actions or inactions, by the actions or inactions of others participating in any cycling activity with me, and **I FULLY ASSUME ALL RISK AND RESPONSIBILITY FOR ANY HARMS, ILLNESS, OR CONSEQUENCES OF COVID-19 EXPOSURE AS A RESULT OF PARTICIPATING IN ANY CYCLING ACTIVITY, RIDE, OR POST-RIDE ACTIVITY OR GATHERING.**

**THE UNDERSIGNED, BEING ABOVE THE AGE OF 18, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF 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.**

**NAME (PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**