

# **2024 Capital Cycling Club**

## **Release, Waiver of Liability, and Assumption of Risk**

In order to participate in Capital Cycling Club (CCC) cycling activities, including, but not limited to, any and all CCC organized and sponsored rides and events ("Cycling Activities"), I hereby waive and release the Capital Cycling Club, its directors, officers, administrators, representatives, past and present members, volunteers, and agents (collectively, the "Releasees"), from any and all claims, liabilities, or causes of action arising from my participation in the Cycling Activities.

### **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 the cycling in an inherently dangerous activity and 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.

### **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 a safe working condition. I acknowledge and agree that the Capital Cycling Club requires the wearing of helmets, and agree to always wear a helmet when participating in the Cycling Activities. 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.**