



## **RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

### **Read Before Signing**

The individual named below (referred to as "I" or "me") desires to participate in cycling events (the "Activity") provided by or sponsored by the Fellowship of Christian Athletes, an Oklahoma not-for profit corporation with offices located at 8701 Leeds Rd, Kansas City Missouri, 64129 (the "Company"). In consideration of being permitted by the Company to participate in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "Release").

**ASSUMPTION OF RISK.** I AM AWARE AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. **NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED, INCLUDING WITHOUT LIMITATION, THAT THE ACTIVITY DOES NOT TAKE PLACE ON A CLOSED COURSE, BICYCLING HAS RISKS THAT COULD RESULT IN SERIOUS INJURY OR DEATH, AND THAT RISKS, INCLUDE WITHOUT LIMITATION, FALLING, COLLIDING WITH VEHICLES AND OTHER CYCLISTS, ENCOUNTERING ROAD HAZARDS LIKE POTHoles AND CRACKS, CROSSING TRAIN TRACKS, BEING CHASED BY ANIMALS, AS WELL AS BICYCLE FAILURES AND MALFUNCTIONS, AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM [MY PARTICIPATION IN] THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

**WAIVER OF LIABILITY.** I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, manager(s), employees, agents, affiliates, sponsors, successors, and assigns, and the state(s), counties, and municipalities (and their affiliates, departments, officers, employees, managers) through which an Activity route passes through (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim

against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

**INDEMNITY.** I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Company or any other Releasees arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

**CONSENT TO EMERGENCY MEDICAL TREATMENT.** I hereby consent to receive emergency medical treatment deemed necessary by first responders and health care providers if I am injured or require medical attention during my participation in the Activity, until such time that I – or a guardian or person legally authorized to decide for me – can make medical decisions. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

**My Responsibility for Safety.** I understand that it is not the function of Activity organizers, Company, or ride leaders to serve as guardians of my safety. I recognize that the routes chosen may be challenging, not necessarily the safest or easiest routes, and that weather, road, or traffic conditions may make a ride more difficult or risky. Notwithstanding this clause, Company is not responsible for cyclists not being removed from the Activity for any of these reasons.

**Representations and Warranties.** I represent and warrant that I am in proper physical condition to participate in this event, that I am a sufficiently competent cyclist to handle all road and traffic conditions, and that my bicycle is in safe operating condition. I understand that wearing a helmet that meets the CPSC, SNELL, ASTM, or ANSI bicycle safety standards can reduce head injuries in a cycling crash and that Company requires all riders to wear helmets. I agree to wear such a helmet while participating in any Activity. I agree to follow all Activity rules, traffic laws, route markers, rules of the road, instructions of event organizers and local authorities, and proper and safe bicycling etiquette at all times. I understand that I may be removed from the Activity for failure to do so, and will not be entitled to a refund.

**Cancellation or Interruption of Events.** I agree that the Company will not be responsible for any delay, interruption, or other failure to perform, and may cancel any Activity for any circumstance beyond its reasonable control. Such circumstances include, by way of example, severe weather, volcanic eruption, earthquake, civil disturbance, forest or other fire, poor air quality, epidemic, terrorist threats, compliance with government requests, inability to deploy necessary equipment or volunteers, roadway or trail closures or construction, and dangerous or impassable roadway or trail conditions. The executive director and the board will be the sole

decision-makers as to what if any refund or other accommodation will be made.

I understand and agree that Company, at its sole discretion, has the right to cancel or reroute all or any part of a Company due to the occurrence of any force majeure event or credible threat thereof, including but not limited to any unhealthy air quality, fire, earthquake, extreme temperatures, volcano eruption, acts of civil or military authority, casualty, flood, war, terrorist attack, epidemic, insurrection, civil unrest, strikes or other labor activities or any other similar cause beyond the reasonable control of Company, including environmental conditions that might threaten the health and safety of Activity participants, volunteers, or staff. I understand and agree that my registration fees and other costs will not be refunded by Company if all or any portion of a Company is cancelled or rerouted due to a force majeure event. I will release and hold Company harmless for any costs or damages incurred as result of cancellation or rerouting of a Company due to a force majeure event.

**Use of Image and Likeness:** I hereby grant the Company and Releasees permission to use, display, transmit, broadcast, reproduce, digitize, modify, alter, edit, my name, image, and likeness in a photograph, video, or other digital media taken at the Activity (“Materials”) and incorporate any of the foregoing Materials in perpetuity in any medium whatsoever, including, without limitation, in any and all of its publications, including web-based publications, websites, social media sites, digital brochures, and donor publications, without payment or other consideration. I understand and agree that all photos will become the property of the Company and will not be returned.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective heirs, successors, and assigns.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

[SIGNATURE PAGE FOLLOWS]



SIGNATURE PAGE

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE**

**(UNDER AGE 18 AT TIME OF REGISTRATION)**

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk.

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_]