

1. Author

April 28, 2020 at 9:06:21 AM

Although we are a member of the League and are covered through LAB's insurance program, we added our club name to be more clear that this waiver is for the club too.

2. Author

April 28, 2020 at 9:07:42 AM

We added the "club social activities" part because the club offers events that are purely social such as dinners, our annual meeting and party, etc.

3. Author

April 28, 2020 at 9:10:08 AM

"Activity" keeps things consistent in this agreement.

4. Author

April 28, 2020 at 9:10:35 AM

Grammatical edit

5. Author

April 28, 2020 at 9:10:53 AM

More clearly states where we might hold club activities

6. Author

April 28, 2020 at 9:11:18 AM

Grammatical edit

7. Author

April 28, 2020 at 9:11:38 AM

More clearly defines what risks our members are accepting even though the prior version of this waiver implied that illness and damages are risks. This addition makes those specific risks more obvious.

8. Author

April 28, 2020 at 9:12:38 AM

More clearly defines the risks associated with contracting illness and their acceptance of such risk. In light of the COVID-19 pandemic, and although the exclusions of the insurance policy include illness and disease, this edit makes it more clear to our members the risks associated and their waiver of liability by participating in club activities.



**Please read carefully. By completing your registration to become a member of the Premier Bicycle Club, Inc., you are agreeing to the following terms:**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL CONSENT AGREEMENT ("Agreement") for LEAGUE OF AMERICAN WHEELMAN D/B/A LEAGUE OF AMERICAN BICYCLISTS ("LAB") AND PREMIER BICYCLE CLUB, INC. ("Club")**

IN CONSIDERATION of being permitted to participate in any way in Club sponsored **bicycling activities and related club social activities ("Activity")** I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree, and represent that I understand the nature of the **Activity** and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity **may be conducted over public roads and in public or private facilities and with respect to 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.

2. **FULLY UNDERSTAND** that (a) **THE ACTIVITY INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, ILLNESS AND/OR PROPERTY DAMAGE 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) **Such Activity may result in exposure to and possible contraction of serious communicable infection and disease;** (d) 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 LOSSES, COSTS, AND DAMAGES** I may incur as a result of my participation in the

#### 9. Author

April 28, 2020 at 9:13:24 AM

More clearly defines this agreement applies to both the Club and to LAB.

Activity.

9 3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, the LAB, **their** respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of 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.

In the event of an emergency while attending one of the club's rides or events, I HEREBY CONSENT TO AND PERMIT EMERGENCY MEDICAL TREATMENT IF I AM INJURED.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY 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. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I AGREE THAT IF I AM JOINING AS A FAMILY MEMBERSHIP, I HAVE ADVISED EACH OF MY FAMILY MEMBERS TO READ THIS AGREEMENT AND BY MOVING FORWARD WITH OUR FAMILY MEMBERSHIP, ALL OF THE TERMS CONTAIN HEREIN ARE IN FULL FORCE FOR MY FAMILY AND EACH FAMILY MEMBER IS AGREEING TO THESE TERMS.

I UNDERSTAND AND AGREE THAT IF I AM ENROLLING OTHER ADULT FAMILY MEMBERS INTO MY MEMBERSHIP THAT I HAVE READ AND EXPLAINED THESE TERMS TO EACH FAMILY MEMBER AND THEY

AGREE AND ACCEPT THESE TERMS.

### **MINOR RELEASE**

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S 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 FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

### **I ALSO ACKNOWLEDGE THE FOLLOWING:**

I agree to maintain my equipment in good working order, obey traffic laws, and ride carefully to ensure my own safety as well as the safety of other riders attending rides and events. I agree that wearing a HELMET is mandatory for ALL club rides and events and it is MY RESPONSIBILITY to make sure my helmet and other gear are in proper working order.

I authorize Premier Bicycle Club, Inc. to charge my membership dues and other fees in the manner specified (i.e. credit card, PayPal, etc.) to satisfy my payment for membership.

I acknowledge and permit emails to be sent to me from the club and its officers and board members and I understand that I can choose to opt-out of emails anytime I wish.

I acknowledge that information about me will only be stored in my member profile and I have control over how much information other members see in my profile by choosing to edit my profile as I see fit.

I acknowledge that photos and videos taken during club sponsored rides and events may be used

## 10. Author

April 28, 2020 at 9:14:04 AM

Identifies when these revisions were made.

on the club website and for promotional purposes, including print ads and online accounts such as Facebook and STRAVA and I grant permission to use these photos and videos that include me in them.

I acknowledge that any advice offered to me on the club's website, through email, or in person is strictly opinion-based and it is my responsibility to investigate the advice given and choose to do only what I feel is in my own best interest. This includes, but is not limited to, advice offered to me concerning nutrition, equipment, and training.

I acknowledge that in the event of an incident that arises while I am in attendance at a club ride or event that I feel the leadership of the club should be aware of for the safety of myself and/or others, that I will report the incident immediately to the leadership of the club by emailing PremierBicycleClub@gmail.com.

I acknowledge that if I or my child have an allergy that is commonly associated with outdoor activities (i.e. bee stings) that I am responsible for carrying my own epipen(s) and notifying the ride leader where they are located in my possession should they become necessary to use during a club ride or event.

I acknowledge that this Release and Waiver of Liability shall remain in effect throughout my Club membership and any time I participate in any Club Activity even if I am no longer a member.