

Rider Name: _____ Rider Number: _____ Registration Attached: _____

Emergency Contact:

Name: _____ Relationship: _____ Phone Number: _____

Bluffton Foundation Waiver and Release

v2019-A

In consideration of my registration to bicycle in a Bluffton Lions Foundation bicycle ride scheduled for July 14, 2018 (herein called the Event), I hereby agree and acknowledge the following:

1. I am aware that with any bicycle related activity there are certain inherent dangers, including but not limited to the hazards of roads, off road terrain, accidents, actions of participants and other persons. By my participation in the Event, I certify that I am aware of these inherent dangers of bicycle riding and the safety rules of the road applicable to bicycles and pedestrians.
2. I understand that CPSC certified bicycle helmets are required to participate in all riding Events and I agree to wear a helmet while participating in any such Event and to follow the rules of the road and all applicable laws and safe bicycling practices.
3. I hereby consent to emergency medical treatment if I am injured while participating in the Event.
4. I understand that it is not the function of the ride organizers to serve as guardians of my safety. I recognize that the route(s) chosen may be challenging, not necessarily the safest or easiest route(s) and that weather, road or traffic conditions may make a ride more difficult. Bluffton Lions Foundation reserves the right to remove any rider who is deemed to be endangering himself/herself or others or is riding illegally as defined by Ohio State traffic law. Notwithstanding this clause, Bluffton Lions Foundation is not responsible for cyclists not removed from the Event for any of these reasons and this clause shall in no way supersede, exempt participants from, or otherwise nullify any other clause in this Waiver & Release.
5. I give permission to Bluffton Lions Foundation to use my image without payment in any future Bluffton Lions Foundation materials should it appear in photos taken during the Event.
6. I freely and voluntarily accept all risks of injury, death, or property damage. I understand and agree that none of the parties described below may be held liable in any way for any occurrence or accident in connection with the Event. I hereby RELEASE from any and all liability and agree to INDEMNIFY AND HOLD HARMLESS Bluffton Lions Foundation, Bluffton Family Recreation, CG Pro Bikes, Triplett Family Members, their officers, agents, successors and assigns, the sponsors, the ride leader(s) (if any), or other volunteers, against all claims, including, but not limited to, claims of negligence, unintentional acts, and acts of omission, and any loss or expense, which may arise from my participation in the Event. I understand I am responsible for my own conduct and decisions while participating in a Bluffton Lions Foundation Event and further agree that this Waiver & Release shall apply to any claim arising out of my participation in non-bicycling activities while a participant in the Event.
7. This Waiver & Release is intended to be binding upon me, my family, my heirs, my estate, my legal representatives and assigns. Any legal action that may arise from my participation in this ride or event will be brought in Allen County Common Pleas Court in the State of Ohio. I understand that the terms of this document are contractual and not a mere recital, and I have signed this document as my own free act.
8. The Bluffton Lions Foundation will not be responsible for any delay, interruption or other failure to perform, and may cancel the Event in the case of a circumstance beyond its reasonable control. Such circumstances include, but are not limited to, an Act of God (for example, flood, earthquake, volcanic eruption, etc.), war, riot or other civil disturbance, fire, epidemic, explosion, terrorist activity, sabotage, compliance with government requests, orders, or regulations, inability to deploy necessary equipment or volunteers, roadway or trail closures or construction, dangerous or impassable roadway or trail conditions, or any other cause beyond the reasonable control of the Bluffton Lions Foundation. The executive director and the board will be the sole decision makers as to what, if any, refund or other accommodation will be made in the event of cancellation of an event.

I AGREE I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER & RELEASE BY READING IT AND AGREE TO ITS TERMS.

_____ Participant Signature _____ Date

ADDENDUM TO WAIVER AND RELEASE FOR MINOR PARTICIPANTS

Parent or legal guardian must sign for, accompany, and be responsible for all persons under the age of 18; minors ages 15-17 may be unaccompanied with this signed consent form AND permission of an authorized representative of the Bluffton Lions Foundation.

1. I authorize emergency medical treatment for the minor registering and I accept full responsibility for all medical expenses incurred as a result of the minor's participation in any Event. I hereby RELEASE from any liability, and agree to HOLD HARMLESS and INDEMNIFY Bluffton Lions Foundation, Triplett Family Members, their officers, agents, successors and assigns, the sponsors, the ride leader(s) (if any), or other volunteers from any claims brought by me, another parent, grandparent, relative, or legal guardian for liability, including injury, loss or damage caused by the negligence, unintentional acts, and acts of omission of any party, and any loss or expense, which may arise from the minor's participation in any Event. I hereby further agree to INDEMNIFY Bluffton Lions Foundation, Triplett Family Members, their officers, agents, successors and assigns, the sponsors, the ride leader(s) (if any), and other volunteers from any future claim of liability by the minor named below.

2. I further state that I am of lawful age, a parent or legal guardian of the minor authorized to sign this waiver & release and this Addendum and legally competent to sign this waiver & release and Addendum. I understand that the terms of this document are contractual and not a mere recital, and I have signed this document as my own free act.

I AGREE I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER & RELEASE AND ADDENDUM BY READING IT AND AGREE TO ITS TERMS

_____ Name of Minor

_____ Signature of Authorized Adult